

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE

Agenda of May 14, 2019

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 Presented by:
 Steve Kahn, Interim Public Works Director


 Approved by:
 Robert Perrault, Interim City Administrator

SUBJECT: Measure A Semi-Annual Progress Report, Extension Request

RECOMMENDATION: It is recommended that the City Council approve:

1. Resolution No. 2019-30 to authorize contract City Engineer to request time extension from SBCAG for the Measure A North County Bicycle, Pedestrian, and Safe Routes to School Program.

DISCUSSION:

In February 2014, the City Engineer applied for Cycle 2 funding of the Measure A North County Bicycle, Pedestrian and Safe Routes to School Program. SBCAG staff recommended awarding funds from the Measure A program if the City would use them as matching funds in the Alternate Transportation Program (ATP) application process. In April 2015, SBCAG approved staff's recommendation and awarded \$32,196 for matching funds.

The City Engineer prepared an application for Cycle 3 ATP funding and was successful in securing \$401,000 for the construction of pedestrian improvements on Guadalupe Street.

On September 26, 2017, the City Council authorized the City Administrator to enter a Project Cooperative Agreement with SBCAG to receive the matching funds.

Plans for the Guadalupe Street Improvements were submitted to Caltrans Permitting for review in May 2018. The plan review process with Caltrans lasted a year and included several required modifications to the original application. Those modifications on Guadalupe Street included the installation of bulb-outs at 9th Street, the removal of a crossing at 6th Street, and initially the removal of Rectangular Rapid Flashing Beacons (RRFBs). With some pressure from Caltrans Local Assistance and the CTC, Caltrans allowed the use of RRFBs at the 5th Street crossing. The ATP Cycle 3 approval showed funding by July 2019. However, the lengthy permitting process necessitates a time extension from the CTC and SBCAG. The City Engineer requested a time extension to December 2019 from the CTC, and the SBCAG Board needs a letter from the City requesting a time extension for the matching funds.

Agenda Item: _____

It is recommended that the City Council authorize the Contract City Engineer to submit a letter to SBCAG requesting a time extension for the Measure A North County Bicycle, Pedestrian and Safe Routes to School Program matching funds.

FISCAL IMPACT: No additional fiscal impact.

ATTACHMENTS:

1. Resolution No. 2019-30
2. Letter to SBCAG

Agenda Item: _____

RESOLUTION NO. 2019-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
AUTHORIZING CONTRACT CITY ENGINEER TO REQUEST A TIME EXTENSION FROM SBCAG FOR THE
MEASURE A BICYCLE, PEDESTRIAN, AND SAFE ROUTES TO SCHOOL PROGRAM**

WHEREAS, the City of Guadalupe was awarded \$32,196 in matching funds from the Measure A North County Bicycle, Pedestrian, and Safe Routes to School Program in February 2014; and,

WHEREAS, the matching funds were to be used with the Alternate Transportation Program (ATP) Cycle 3 project on Guadalupe Street; and,

WHEREAS, the City Council entered a Project Cooperative Agreement with the Santa Barbara County Association of Governments (SBCAG) to receive the funds; and,

WHEREAS, a time extension is required to complete the project; and,

WHEREAS, the City Engineer has drafted a letter requesting SBCAG approve a twelve (12) month time extension for funding;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Guadalupe as follows:

SECTION 1. The Contract City Engineer is authorized to submit the time extension request to SBCAG.

PASSED, APPROVED AND ADOPTED at a regular meeting on the 11th day of June 2019 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2019-30, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held June 11, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney



Jeff van den Eikhof, PE
City Engineer

918 Obispo Street
P.O. Box 908
Guadalupe, CA 93434
805-470-1910 ext. 101

June 3, 2019

VIA EMAIL

Mr. Sarkes Khachek
Santa Barbara County Association of Governments
260 N. San Antonio Rd. Suite B
Santa Barbara, CA 93110

Subject: MEASURE "A" SEMI-ANNUAL PROGRESS REPORT, EXTENSION REQUEST

Dear Mr. Khachek:

This letter is provided to you as required per Measure A, North County Safe Routes to School, Bicycle and Pedestrian Program Guidelines as a progress report for the City's Measure "A" Safe Routes to School, Bicycle and Pedestrian project, Guadalupe Street/Highway 1 Pedestrian Improvements (ATP Cycle 3A) Project.

As the project name indicates, it is partially funded by the Active Transportation Program (ATP) and has been programmed for State-Only funding for the Construction phase, distributed by the California Transportation Commission (CTC). Due to a prolonged review process with Caltrans District 5 Encroachment Office, which began in May 2018 until end of April 2019, there is a need to revise the scope of the project with the CTC which requires approval at their June 2019 Meeting. The City is therefore prevented from requesting an allocation of the \$401,000 Construction (CON) funds by June 2019 (FY 18-19). The City's goal is to receive the time extension and scope change approvals from the CTC to move forward as soon as possible. Regarding SBCAG's match, we would like to request a 12 month extension to move forward with the Construction phase by June of 2020.

Should you require additional information, please do not hesitate to contact me at 805-470-1910 or via e-mail at jeff@eikhofdesigngroup.com.

Respectfully,

Jeff van den Eikhof, PE
Contract City Engineer
City of Guadalupe

REPORT TO THE CITY COUNCIL OF THE CITY OF GUADALUPE
Agenda of June 11, 2019

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Presented by:
Steve Kahn, Interim Public Works Director

Approved by:
Robert Perrault, Interim City Administrator

SUBJECT: Amendment of Consultant contracts per the Proposition 1 Integrated Regional Water Management (IRWM) Local Agency Partner Agreement

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution amending Consultant contracts for design and management services per the Proposition 1 (IRWM) Local Agency Partner Agreement.

BACKGROUND

The City of Guadalupe was awarded \$440,337 from a Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Grant (Grant). The funds are used for water distribution, sewer collection and wastewater treatment system improvements (Improvements). The City entered into a Proposition 1 IRWM Local Agency Partner Agreement (Agreement) with the Santa Barbara County Water Agency in May of 2017 in order to receive the funds.

The City hired Consultants to provide design and management services to assist in the delivery of the Improvements funded by the Grant. The City was recently informed the contracts with the Consultants did not include all the terms and conditions mandated by the Agreement. It has been requested by the Santa Barbara County Water Agency that the contracts with the Consultants be amended to include provisions for fund disbursement, audits, conflict of interest, drug free workplace, insurance, inspections, nondiscrimination and workers compensation.

Staff worked closely with our partner in the Grant, the Santa Barbara County Water Agency, to produce the required language to be added to the contracts.

FISCAL IMPACT:

If the contracts are not amended, the reimbursement funds from the Grant may be in jeopardy.

ATTACHMENTS:

1. Resolution No. 2019-31
2. MKN Agreement & Amendment # 1 for WWTP Influent Pump Replacement Project (Construction Phase Services)
3. MKN Agreement & Amendment # 1 for WWTP Influent Pump Replacement Project (Design Services)
4. MKN Agreement & Amendment # 1 for IRWM Grant program Support
5. MKN Agreement & Amendment # 1 for IRWM Projects
6. MKN Agreement & Amendment # 1 for Pioneer Street and Highway 1 Lift Station Trunk Sewer Line
7. Eikhof Design Group Agreement & Exhibit A & B

RESOLUTION NO. 2019-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY GUADALUPE
AUTHORIZING THE AMENDMENT OF CONSULTANT CONTRACTS PER PROPOSITION 1 INTEGRATED
REGIONAL WATER MANAGEMENT LOCAL AGENCY PARTNER AGREEMENT**

WHEREAS, The City of Guadalupe was awarded \$440,337 from a Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Grant; and,

WHEREAS, The City entered into a Proposition 1 IRWM Local Agency Partner Agreement (Agreement) with the Santa Barbara County Water Agency in May of 2017 in order to receive the funds; and,

WHEREAS, The City hired Consultants to provide design and management services to assist in the delivery of the Improvements funded by the Grant; and,

WHEREAS, The City was recently informed the contracts with the Consultants did not include all the terms and conditions mandated by the Agreement; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED the following Agreements are amended with the terms and conditions attached to the Agreement:

1. MKN Agreement & Amendment # 1 for WWTP Influent Pump Replacement Project (Construction Phase Services)
2. MKN Agreement & Amendment # 1 for WWTP Influent Pump Replacement Project (Design Services)
3. MKN Agreement & Amendment # 1 for IRWM Grant program Support
4. MKN Agreement & Amendment # 1 for IRWM Projects
5. MKN Agreement & Amendment # 1 for Pioneer Street and Highway 1 Lift Station Trunk Sewer Line
6. Eikhof Design Group Agreement & Exhibit A & B

PASSED, APPROVED AND ADOPTED at a regular meeting on the 11th day of June 2019 by the following vote:

Motion:

AYES:

NOES:

ABSENT:

ABSTAIN:

I, Joice Earleen Raguz, City Clerk of the City of Guadalupe DO HEREBY CERTIFY that the foregoing Resolution, being C.C. Resolution No. 2019-31, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held June 11, 2019, and that same was approved and adopted.

ATTEST:

Joice Earleen Raguz, City Clerk

Ariston Julian, Mayor

APPROVED AS TO FORM:

Philip Sinco, City Attorney

CONTRACT AMENDMENT # 1

This contract amendment is entered into by and between the City of Guadalupe, a municipal corporation (the "City") and Michael K. Nunley & Associates, Inc., a California Corporation ("Consultant") as of June 11, 2019.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services between the City of Guadalupe and Michael K. Nunley & Associates, Inc, (the "Agreement") on February 22, 2019.

WHEREAS, In order for the contract to be in compliance with the Proposition 1 Integrated Regional Water Management the following language needs to be added to Section 1 "Term of the Agreement":

This contract will comply with the terms and conditions of the Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Program Grant Agreement # 4600012296 as set forth in Exhibit C (Terms and Conditions)

WHEREAS, all other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

MICHAEL K. NUNLEY & ASSOCIATES INC.

Ariston Julian, Mayor

ATTEST:

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM ONLY:

Phillip F. Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
MICHAEL K. NUNLEY & ASSOCIATES, INC.**

For Construction Phase Services: WWTP Influent Pump Replacement Project

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 22nd day of February 2019, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and MICHAEL K. NUNLEY & ASSOCIATES INC., a California ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are

disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner.

Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be

considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure

Consultant's obligations under this section, but the limits of such Insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers' Liability Insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(3) **Workers' Compensation and Employer's Liability:** Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) **Errors and Omissions Liability** \$1,000,000 per claim.

C. **Other Provisions:** Insurance policies required by this Agreement shall contain the following provisions:

(1) **All Policies:** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) **General Liability and Automobile Liability Coverages.**

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage.

Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. **Other Requirements:** Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the Indemnification provisions and requirements of this Agreement.

Section 17. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in

Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: Cruz Ramos, City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

To Consultant: Michael K. Nunley & Associates
P.O. Box 1604
Arroyo Grande, CA 93421

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of

reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

MICHAEL K. NUNLEY & ASSOCIATES, INC.

By:


Ariston Julian, Mayor

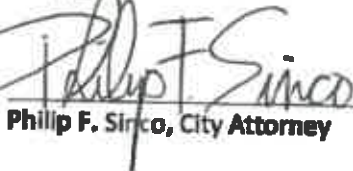
By:



Title:

CEO/PRESIDENT

APPROVED AS TO FORM:


Philip F. Sirico, City Attorney

By:



Title:

SECRETARY



Exhibit A

MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805-904-6530

December 20, 2018

Jeff van den Elkhof
Contract City Engineer
City of Guadalupe
(Submitted Electronically)

SUBJECT: Proposal for Construction Phase Services: WWTP Influent Pump Replacement Project

Dear Jeff,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to provide the attached Scope of Services for construction phase services (CPS) associated with the replacement of influent pumps at the City Wastewater Treatment Plant (WWTP).

SCOPE OF WORK

Task Group 100 – Construction Phase Support

The following engineering services during construction will be provided. Assumptions are included as the basis for the budget.

Task 101. Preconstruction Meeting

MKN will plan and attend a meeting with the City and the Contractor to review the project status, discuss schedule and project requirements, and establish lines of communication.

Task 102. Submittal Review

MKN will receive, log, and review up to ten (10) technical submittals and provide responses in a timely manner. For budgeting purposes we have assumed up to 20 hours for this task.

Task 103. Respond to RFIs

MKN will log, manage, and respond to Requests for Information (RFIs) from the Contractor. For budgeting purposes, we have assumed a total of 2 RFIs.

Task 104. Respond to Requests for Change

As directed by City, MKN will review proposed change orders submitted by the Contractor or requested by the City. Change order submittals will include supporting records. MKN's review will include the potential impacts on the Project schedule and budget and will include recommendations to address the proposed changes. Our budget assumes two (2) change order requests (total).

Task 105. Engineer's Observation of Work in Progress

MKN will perform technical field observation at the City's request to review work progress for general conformance with the plans and specifications and to assess construction issues or conflicts as they

Influent Pump Station Construction Phase Services

arise. For budgeting purposes, we have assumed MKN staff will provide up to 20 hours of observation including time to develop field reports. MKN will provide a written summary of the field visits and construction progress and will contact the City immediately if nonconformance issues are identified.

Task 106. Startup Support

MKN will be present onsite for up to four hours during startup of the pumps and control systems to assist in addressing issues, and to evaluate the startup program's conformance with the contract requirements. For budgeting purposes we have assumed MKN staff will be onsite up to two (2) 4 hour days during startup.

Task 107. Final Walkthrough and Punchlist

MKN will attend a final walkthrough with City and contractor to develop a punchlist for final completion of the project.

ASSUMPTIONS:

Not Included:

- Preparation of Record Drawings

Budget and Schedule

If selected to perform this work, MKN will proceed on a time and materials basis with a budget not to exceed \$9,912. The project will be invoiced monthly according to the attached standard rate sheet.

Overall level of effort for construction phase services can vary greatly. If additional effort beyond our assumed budget is necessary, MKN will alert the City promptly with a recommendation on how to proceed.

We hope this proposed scope meets your expectations. We are happy to answer any questions you have and look forward to working with you.

Sincerely,



Jon Hanlon, PE

Attachments:

**Budget Spreadsheet
Standard Fee Schedule**

Exhibit B

Proposal - City of Guadalupe WWTP Influent Pump Replacement CPS									
	Principal Engineer	Assistant Engineer	Total Hours	ODs	Total MKN Labor	Total Cost			
Task Group 1 - Construction Phase Support									
Preconstruction Meeting	2	2	4	\$ 39	\$ 630	\$ 669			
Construction Observation (10 visits, 2 hours each)	10	10	20	\$ 295	\$ 3,150	\$ 3,445			
Construction Phase RFi Responses (up to two)	2		2	\$ 11	\$ 370	\$ 381			
Submittal Review (up to 10 submittals and re-submittals)	10	10	20	\$ 95	\$ 3,150	\$ 3,245			
Change Order Management	2	2	4	\$ 19	\$ 650	\$ 649			
Startup	8		8	\$ 44	\$ 1,480	\$ 1,524			
	34	24	58	\$ 502	\$ 9,410	\$ 9,912			
TOTAL BUDGET									

Billing Rates	\$/hr
Principal Engineer	185
Project Engineer	152
Senior Engineer	175
Assistant Engineer	130
Drafting	110





Exhibit B

MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Project Director/ Operations Manager	\$200/HR
Principal Engineer	\$185/HR
Senior Project Engineer	\$175/HR
Project Engineer/ Senior Scientist	\$152/HR
Water Resources Planner	\$142/HR
GIS Specialist	\$135/HR
Assistant Engineer II	\$130/HR
Assistant Engineer I	\$110/HR
GIS Technician	\$112/HR
Supervising Drafter	\$110/HR
Drafting/Design Technician II	\$97/HR
Drafting/Design Technician I	\$90/HR
Administrative Assistant	\$60/HR

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.54/mi.

Exhibit C**IRWM DAC Involvement Grant Agreement
Terms and Conditions - Contractors subcontractors****Proposition 1 - Dept. of Water Resources
Grant Agreement #4600012296**

Item Description	DWR Agreement Item
N/A LABOR COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.	15
ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT: Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.	D1a
AUDITS: Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.	D7
CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.	D16
DRUG-FREE WORKPLACE CERTIFICATION: Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.	D18
INSURANCE: Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.	D23
INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.	D26

Item Description	DWR Agreement Item
<p>NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.</p>	D28
<p>WORKERS' COMPENSATION: Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.</p>	D49

CONTRACT AMENDMENT # 1

This contract amendment is entered into by and between the City of Guadalupe, a municipal corporation (the "City") and Michael K. Nunley & Associates, Inc., a California Corporation ("Consultant") as of June 11, 2019.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services between the City of Guadalupe and Michael K. Nunley & Associates, Inc, (the "Agreement") on February 13, 2018.

WHEREAS, In order for the contract to be in compliance with the Proposition 1 Integrated Regional Water Management the following language needs to be added to Section 1 "Term of the Agreement":

This contract will comply with the terms and conditions of the Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Program Grant Agreement # 4600012296 as set forth in Exhibit C (Terms and Conditions)

WHEREAS, all other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

MICHAEL K. NUNLEY & ASSOCIATES INC.

Ariston Julian, Mayor

ATTEST:

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM ONLY:

Philip F. Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
MICHAEL K. NUNLEY & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 13th day of February 2018, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and MICHAEL K. NUNLEY & ASSOCIATES INC., a California ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission.

All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the

City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: Cruz Ramos, City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

To Consultant: Michael K. Nunley & Associates
P.O. Box 1604
Arroyo Grande, CA 93421

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

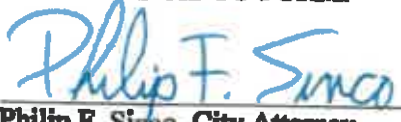
Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: 
John Lizalde, Mayor

APPROVED AS TO FORM:


Philip F. Sirco, City Attorney

CONSULTANT:

MICHAEL K. NUNLEY & ASSOICATES, INC.

By: 

Title: CEO / PRESIDENT / SECRETARY

By: _____

Title: _____



Exhibit B

MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805-904-6530

February 9, 2018

Richard Jamar
City of Guadalupe
(Submitted Electronically)

SUBJECT: Proposal for Design Services: WWTP Influent Pump Replacement Project

Dear Richard,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to provide the attached Scope of Services for design and selection of replacement influent pumps at the City Wastewater Treatment Plant (WWTP), preparation of construction documents, and limited construction support services.

PROJECT UNDERSTANDING

The wastewater treatment plant (WWTP) has undergone numerous upgrades since the original construction. The plant was constructed in the 1960's and included a headworks, aeration basin, clarifiers, anaerobic digesters, sludge drying beds and percolation ponds. In 1979, the City converted the WWTP to a lagoon process, demolished the aeration basin, abandoned the digesters and headworks, and constructed a spray distribution system and offsite holding ponds. The 1992 Improvements included new headworks, grit removal system, sludge drying beds, irrigation pump station and spray distribution. In 2004 the lagoons were converted to an Advanced Integrated Pond System (AIPS) including expansion of the onsite treatment pond volume and abandonment of the sludge drying beds. The most recent WWTP Improvements were completed in 2012 and included a new headworks screen, a secondary treatment process conversion from AIPS ponds to Biolac® extended aeration system with integral clarifiers, and a new screw press sludge dewatering system.

The 2012 Improvements Project was constructed to bring the WWTP into compliance with the City's existing Waste Discharge Requirements (WDR) permit. The basis of design for the Improvements Project is described in Technical Memorandum 2 – Basis of Design (Dudek, Draft August 2010). The project was designed to correct several mechanical and process deficiencies, and maximize value of the available grant funding. Ultimately, some of the improvements that were designed as part of the Phase 1 Project were not constructed due to insufficient funding. Rehabilitation of the Influent lift station was one of the elements that was removed from the 2012 WWTP upgrade project.

In 2014, MKN completed the City's 2014 Wastewater Collection System and Treatment Plant Master Plan. The Master Plan recommended rehabilitation of the Influent lift station including:

- Replacing three (3) pumps, mounting components, and guide rails
- Installing controls and alarms
- Replacing two sets of discharge piping and two check valves
- Replacing one VFD

Exhibit B

Richard Jamar

- Replacing VFD enclosure with dust control and air conditioning

It is our understanding that the City has recently replaced the VFDs, installed controls and alarms, and addressed dust control. Based on discussions with staff, we also understand that the City prefers to retain the existing discharge piping and check valves. Our design work will be limited to replacement of three (3) pumps, mounting components, and guide rails. Our design will also include specifications for repair of a small portion of concrete grating-support located behind the barscreen in the main channel.

It is assumed that the replacement pumps will feature the same characteristics as the pumps specified in the 2012 upgrade contract documents, and that the existing electrical, controls, and instrumentation can be re-used without input from MKN. MKN will review the 2014 Master Plan to assist in selecting a replacement pump capacity that will meet stated future flow conditions. It is assumed that the replacement pumps will be selected to perform with the grit chamber offline (bypassed).

SCOPE OF WORK

Task 1: Project Meetings

MKN will attend a total of three (3) progress and coordination meetings during the project. Project meetings include:

- Preliminary Site visit - Field Measurements
- Contractor Pre-Bid Meeting
- Contractor Pre-Construction Meeting

Task 2: Collect and Review Background Information

MKN will review the existing available information provided by the City such as 2012 WWTP upgrade contract documents and the 2014 Master Plan to determine pump performance requirements. Based on this information and input from City staff, MKN will prepare a technical pump specification for pump procurement by the Contractor. MKN does not recommend City pre-procurement of equipment.

Task 3: Construction Documents

Existing plant record drawings will be utilized as the basemap for the construction documents. It is anticipated that up to two sheets, plus cover will be required. The following technical specification are anticipated:

- 011100 – Coordination of Work
- 012000 – Measurement and Payment
- 013300 – Submittals
- 024100 – Equipment, Piping, and Materials Demolition
- 400500 – General Piping Requirements
- 402003 – Machinery Piping Installation
- 432140 – Submersible Raw Wastewater Pumps

Exhibit B

Richard Jamar

The plans and specifications will include requirements for setting, testing, and commissioning the new pumps. The specifications will also include a proposed construction sequence to assist the contractor in developing means and methods for performing the work while keeping the existing Influent lift station in service.

MKN will submit Draft plans and specifications for City review and comment. City comments will be incorporated into the final submittal.

Task 4: Bid and Construction Phase Support

MKN will provide engineering services as requested during the bidding and construction phase of the project. This task includes the following:

- Providing written responses to up to two questions and/or clarifications during bidding
- Reviewing and managing up to 10 submittals and re-submittals
- Responding to up to two requests for information (RFIs) from the Contractor

It is assumed that City staff will prepare City up-front contract documents, and will advertise and distribute the bid documents. The City will receive and review bids and contract with the selected contractor without input from MKN. During the construction phase, MKN will support the City on an as-requested basis. Any work requested beyond the budgeted number of hours contained herein will be billed on a time-and-materials basis according to our standard 2018 rate sheet. Work associated with City-requested revisions to the approved contract documents during construction is not included in this proposal and will be billed on a time-and-materials basis according to our standard 2018 rate sheet. At the conclusion of construction, MKN will obtain record information from the City's Contractor.

ASSUMPTIONS:

Not included:

- Survey
- SCADA programming or integration
- Electrical Engineering or Design
- Assessment of existing electrical systems or Motor Control systems
- Startup Support
- Record Drawings
- Preparation of "Front-end" contract documents
- Bidding or Advertising Support
- Contracting Support
- Construction Management
- Change Order Management
- Preparation of Record Drawings

Exhibit B

Richard Jamar

FEE AND SCHEDULE

Draft Plans and Specifications will be submitted three weeks after receipt of record information from the City. Final Plans and Specifications will be submitted two weeks after receipt of City comments on the Draft submittal.

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$10,000. Hourly rates are attached and may be revised annually. Other direct costs will be charged with a 10% markup. Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

If you authorize MKN to proceed with this work, please sign below:

Sincerely,

Authorized to Proceed by:



Jon Hanlon, PE
Principal

City of Guadalupe

(Date)

Attachments:
Budget Spreadsheet
2017 Fee Schedule

Exhibit B

Proposal - City of Guadalupe WWTP Influent Pump Replacement

	Principal Engineer	Assistant Engineer	Drafting	Total Hours	ODCs	Total MKN Labor	Total Cost
Task Group 1 - Project Meetings and Coordination							
Site Visit - Field Measurements	2	2		4	\$ 25	\$ 614	\$ 639
Contractor Pre-bid Meeting	2			2	\$ 25	\$ 360	\$ 385
Contractor Pre-construction Meeting	2			2	\$ 25	\$ 360	\$ 385
Construction Progress Meeting (none)				0	\$ -	\$ -	\$ -
Task Group 1 Subtotal	6	2	0	8	\$ 75	\$ 1,334	\$ 1,409
Task Group 2 - Collect and Review Background Information							
Data Review	4	4		8		\$ 1,728	\$ 1,228
Pump Selection and Vendor Coordination	8	2		10		\$ 1,694	\$ 1,694
Task Group 2 Subtotal	12	6	0	18	\$ -	\$ 2,922	\$ 2,922
Task Group 3 - Construction Documents							
Plans (up to two sheets)	2	4	12	18		\$ 2,032	\$ 2,852
Technical Specifications	4	8		12		\$ 1,736	\$ 1,736
Prepare City Up Front Contract and Bid Documents (not included)				0		\$ -	\$ -
Task Group 3 Subtotal	6	12	12	30	\$ -	\$ 3,768	\$ 3,768
Task Group 4 - Bid and Construction Phase Support							
Review Proposals (not included)				0		\$ -	\$ -
Bid Phase Clarifications (up to two)	2			2	\$ 21	\$ 360	\$ 381
Construction Phase RF Response (up to two)	2			2		\$ 360	\$ 360
Submittal Review (up to 10 submittals and re-submittals)	2			2		\$ 360	\$ 360
Change Order Management (not included)				0		\$ -	\$ -
Record Drawings (not included)				0		\$ -	\$ -
All-requested Support Allowance (up to 4 hours)	4			4	\$ 80	\$ 720	\$ 800
Task Group 4 Subtotal	10	0	0	10	\$ 201	\$ 1,800	\$ 1,901
TOTAL BUDGET	34	20	12	66	\$ 176	\$ 9,824	\$ 10,000

Bill Rate	\$/hr
Principal Engineer	180
Project Engineer	150
Senior Engineer	170
Assistant Engineer	127
Drafting	97
Field Engineer	127



Exhibit B



MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Principal Engineer	\$180/HR
Senior Project Engineer	\$170/HR
Project Engineer	\$150/HR
Water Resources Planner	\$138/HR
Assistant Engineer	\$127/HR
GIS Specialist	\$130/HR
GIS Technician	\$110/HR
Senior Design Technician	\$97/HR
Administrative Assistant	\$57/HR

Routine office expenses such as computer usage, telephone charges, office equipment and supplies, incidental postage, copying, faxes, etc., are included in the hourly rates.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.54/mi.

Exhibit C

IRWM DAC Involvement Grant Agreement
Terms and Conditions - Contractors subcontractors

Proposition 1 - Dept. of Water Resources
Grant Agreement #4800012298

Item Description	DWR Agreement Item	
N/A	LABOR COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.	15
ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT: Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.	D1a	
AUDITS: Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.	D7	
CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.	D15	
DRUG-FREE WORKPLACE CERTIFICATION: Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.	D18	
INSURANCE: Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.	D23	
INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.	D26	

Item Description	DWR Agreement Item
<p>NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.</p>	D28
<p>WORKERS' COMPENSATION: Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.</p>	D49

CONTRACT AMENDMENT # 1

This contract amendment is entered into by and between the City of Guadalupe, a municipal corporation (the "City") and Michael K. Nunley & Associates, Inc., a California Corporation ("Consultant") as of June 11, 2019.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services between the City of Guadalupe and Michael K. Nunley & Associates, Inc, (the "Agreement") on March 8, 2016.

WHEREAS, In order for the contract to be in compliance with the Proposition 1 Integrated Regional Water Management the following language needs to be added to Section 1 "Term of the Agreement":

This contract will comply with the terms and conditions of the Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Program Grant Agreement # 4600012296 as set forth in Exhibit C (Terms and Conditions)

WHEREAS, all other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

MICHAEL K. NUNLEY & ASSOCIATES INC.

Ariston Julian, Mayor

ATTEST:

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM ONLY:

Phillip F. Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
MICHAEL K. NUNLEY & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 8th day of March 2016, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and MICHAEL K. NUNLEY & ASSOCIATES INC., a California ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice

to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated

representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information: Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage.

Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: Andrew Carter, City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

To Consultant: Michael K. Nunley & Associates
P.O. Box 1604
Arroyo Grande, CA 93421

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: 
John Lizalde, Mayor

APPROVED AS TO FORM:


Dave Fleishman, City Attorney

CONSULTANT:

MICHAEL K. NUNLEY & ASSOICATES, INC.

By: 

Title: PRINCIPAL

By: 

Title: CEO/PROVOST



MKN & Associates, Inc.
P O Box 1604
Arroyo Grande CA 93421
805 904 6530

Exhibit B - Scope of Work and Fee Schedule

February 23, 2016

**Jeff van den Elkhof, PE
Contract City Engineer
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434
(Submitted electronically)**

SUBJECT: California Department of Water Resources' (DWR) Integrated Regional Water Management (IRWM) Grant Program Support

Dear Jeff,

The California Department of Water Resources will be issuing a Request for Proposals (RFP) for the Disadvantaged Community Involvement Program (Program) authorized by the Water Quality, Supply, and Infrastructure Improvement Act (Proposition 1). The Program is designed to ensure involvement of disadvantaged communities, economically distressed areas, or underrepresented communities in IRWM planning efforts.

It is anticipated that the City of Guadalupe will be eligible for approximately \$865,000 in funding for the following eligible activities:

- **Technical assistance**
- **Needs assessment**
- **Project development activities**
- **Site assessment**
- **Engagement in IRWM efforts**
- **Governance structure**
- **Education**
- **Facilitation**
- **Enhancement of DAC aspects in IRWM Plans**

DWR will be seeking a single Funding Area-wide proposal from each of the 12 Proposition 1 Funding Areas. As part of our Scope of Work, MKN will assist the City and the City's Grant manager in identifying, scoping, prioritizing, and preparing proposals for City of Guadalupe projects for inclusion in the regional proposal. Our services will be provided to the City on an as-needed basis and as directed by the City. We recommend an initial allowance not to exceed \$20,000 without written direction from the City.



MKN & Associates, Inc.
P O Box 1604
Arroyo Grande CA 93421
805 904 6530

Thank you for providing MKN with the opportunity to provide professional services for your project.
If you have any questions regarding this proposal, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Hanlon", with a long, sweeping horizontal stroke extending to the right.

Jon Hanlon, PE
Principal

Attachments: Standard Rate Schedule



MKN & Associates, Inc.
P O Box 1604
Arroyo Grande CA 93421
805 904 6530

MKN & ASSOCIATES, INC.
FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Project Manager	\$170/HR
Senior Project Engineer	\$160/HR
Project Engineer	\$140/HR
Hydraulic Analyst	\$120/HR
GIS Specialist	\$120/HR
GIS Technician	\$100/HR
Drafter	\$8087/HR
Administrative Assistant	\$50/HR

Routine office expenses such as computer usage, telephone charges, office equipment and supplies, incidental postage, copying, faxes, etc., are included in the hourly rates.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.54/mi.

Exhibit C

**IRWM DAC Involvement Grant Agreement
Terms and Conditions - Contractors subcontractors**

**Proposition 1 - Dept. of Water Resources
Grant Agreement #4800012296**

Item Description	DWR Agreement Item	
N/A	LABOR COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.	15
ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT: Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.	D1a	
AUDITS: Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.	D7	
CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.	D15	
DRUG-FREE WORKPLACE CERTIFICATION: Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.	D18	
INSURANCE: Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.	D23	
INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.	D26	

Item Description	DWR Agreement Item
<p>NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.</p>	D28
<p>WORKERS' COMPENSATION: Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.</p>	D49

CONTRACT AMENDMENT # 1

This contract amendment is entered into by and between the City of Guadalupe, a municipal corporation (the "City") and Michael K. Nunley & Associates, Inc., a California Corporation ("Consultant") as of June 11, 2019.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services between the City of Guadalupe and Michael K. Nunley & Associates, Inc, (the "Agreement") on December 11, 2018.

WHEREAS, In order for the contract to be in compliance with the Proposition 1 Integrated Regional Water Management the following language needs to be added to Section 1 "Term of the Agreement":

This contract will comply with the terms and conditions of the Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Program Grant Agreement # 4600012296 as set forth in Exhibit B (Terms and Conditions)

WHEREAS, all other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

MICHAEL K. NUNLEY & ASSOCIATES INC.

Ariston Julian, Mayor

ATTEST:

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM ONLY:

Philip F. Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
MICHAEL K. NUNLEY & ASSOCIATES, INC.
IRWM WASTEWATER DESIGN GRANT**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 11 day of December 2018, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and MICHAEL K. NUNLEY & ASSOCIATES INC., a California ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit A (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice

to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated

representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information: Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) All Policies: Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) General Liability and Automobile Liability Coverages.

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) Workers' Compensation and Employer's Liability Coverage. Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. Other Requirements: Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: Cruz Ramos, City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

To Consultant: Michael K. Nunley & Associates
P.O. Box 1604
Arroyo Grande, CA 93421

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

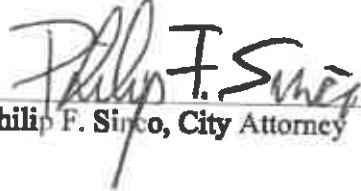
CITY:

CITY OF GUADALUPE

By:


Ariston Julian, Mayor

APPROVED AS TO FORM:


Philip F. Sinco, City Attorney

CONSULTANT:

MICHAEL K. NUNLEY & ASSOICATES, INC.

By: _____

Title: _____

By: _____

Title: _____

CITY:

CITY OF GUADALUPE

By: 
Ariston Julian, Mayor

APPROVED AS TO FORM:


Philip F. Sinco, City Attorney

CONSULTANT:

MICHAEL K. NUNLEY & ASSOICATES, INC.

By: 

Title: CEO/PRESIDENT

By: 

Title: SECRETARY



Exhibit A

MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805-904-6590

October 9, 2018

Richard Jamar
City of Guadalupe
(Submitted Electronically)

SUBJECT: Proposal for Design Services: Waterline Connecting 9th and 10th Streets ("8th Street Waterline Extension")

Dear Richard,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to provide the attached Scope of Services for design of approximately 500 feet of 8-inch potable water pipeline along the extension of Pioneer Street between 9th and 10th Streets.

PROJECT UNDERSTANDING

This project is identified as EWCIP-10 ("8th Street Waterline Extension") in the 2015 City of Guadalupe Water Master Plan Supplemental Report (MKN). Construction of this 8-inch pipeline was recommended to address the existing dead-end main on 10th Street, and to resolve the system's failure to meet the 2,500 gpm commercial fire flow requirement under existing conditions.

SCOPE OF WORK

Task 1: Project Meetings

MKN will attend a total of three (3) progress and coordination meetings during the project. Project meetings include:

- Preliminary Site Visit - Field Measurements
- Interim Site Visit
- Draft Construction Documents Review Meeting

Task 2: Collect and Review Background Information

MKN will review the existing available information provided by the City to establish the preferred alignment and grade for the new water line. It is assumed that any current or pending development plans in the vicinity will be provided to MKN for review and coordination with the new waterline.

Task 3: Preliminary Engineering

Survey

This work will include a field survey of approximately 1.5 acres of land sufficient to produce a one-foot contour map with planimetric features including footprint of adjacent structures, surface evidence of utilities, trees (over 6" dia.) with approximate canopies, fencing, edge of pavement, and

Richard Jamar, City of Guadalupe

other items which are visible and present at the time of the survey. The map will be drawn at 1"=20' scale on a 24" by 36" sheet. The vertical datum will be based on the NAVD88 vertical datum.

The Scope or Work will include record research into deeds and maps affecting the Pioneer Street right-of-way, a retracement survey to recover monuments in the field, and office calculations to determine the boundaries of the right-of-way based on those found monuments. No new monuments will be set. Horizontal Coordinates will be based on NAD83 coordinates consistent with other public works projects in the area.

According to the County Assessor's map for this area, Pioneer Street has been abandoned. Normally, when a public street is abandoned, only the public's right to use the area for a public road is abandoned and there is normally a reservation for any existing underground utilities that may exist within the former road right-of-way. MKN's surveyor (MBS Land Surveys) has built in a small budget to assist with initial title research of the right of way (\$500). This is a budgetary allowance, but the full extent of this task will not be known until initial title research is performed to evaluate if that the City still has the right to place the waterline within the abandoned street. If additional research or assistance is required, additional budget will be requested in writing in advance of any additional work being performed.

Geotechnical Investigation

MKN reviewed the geotechnical investigation prepared for the Pioneer Lift Station replacement (Earth Systems, 2016). After consultation with the Geotechnical Engineer, it is believed that the recommendations in the 2016 report are applicable to the Pioneer Waterline Extension. Accordingly, this proposal does not include additional subsurface investigation or geotechnical recommendations, and the 2016 recommendations will be utilized for this project. If additional investigation is desired by the City, MKN can provide these services for additional fee.

Task 3: Construction Documents

It is anticipated that up to three sheets, plus cover will be required. The following technical specification are anticipated:

- 011100 – Coordination of Work
- 012000 – Measurement and Payment
- 013300 – Submittals
- 020120 – Protecting Existing Utilities
- 099000 – Painting and Coating
- 099752 – Cold-Applied Wax Tape
- 099754 - Polyethylene Sheet Encasement
- 099761 – Fusion-Bonded Epoxy Linings and Coatings
- 312316 – Trenching, Backfilling and Compacting
- 331300 – Disinfection of Piping
- 321216 – Asphalt Concrete Paving
- 400500 – General Piping Requirements
- 400515 – Pressure Testing

Richard Jamar, City of Guadalupe

- 400520 – Valves
- 400722 – Flexible Pipe Couplings
- 402092 – PVC Distribution Pipe

MKN will submit draft plans and specifications for City review and comment. City comments will be incorporated into the final submittal. Construction drawings will be prepared as 22-inch x 34-inch sheets and all drawings will be prepared using AutoCAD 2016. All deliverables will be provided in electronic (PDF) format. Construction Cost Opinions will be provided with both submittals.

ASSUMPTIONS:

Not included:

- Bid or Construction Phase Services
- Geotechnical Engineering
- Record Drawings
- Preparation of "Front-end" contract documents

FEE AND SCHEDULE

Draft Plans and Specifications will be submitted eight weeks after receipt of record information from the City. Final Plans and Specifications will be submitted two weeks after receipt of City comments on the Draft submittal.

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$16,895 as shown on the attached spreadsheet. Hourly rates are attached and may be revised annually. Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

If you authorize MKN to proceed with this work, please sign below:

Sincerely,

Authorized to Proceed by:



Jon Hanlon, PE
Principal

Attachments:
Budget Spreadsheet
2018 Fee Schedule



City of Guadalupe

12-13-18
(Date)

Waterline Connecting 9th and 10th Streets ("9th Street Waterline Extension")

	Principal Engineer	Project Engineer	Assistant Engineer	Drafter	Total Hours (MKN)	Subtotal Labor (MKN)	OOc (MKN)	MBS (Survey)	Total Cost
Task 1 - Project Management, Meetings, and QA/QC									
Site Visit and Meetings (3 total)	6	6	6		12	\$ 1,842	\$ 200		\$ 2,042
Project Management and QC	3				3	\$ 540			\$ 540
Subtotal	9	6	6	0	15	\$ 2,382	\$ 200		\$ 2,582
Task 2 - Preliminary Engineering									
Collect and Review Existing Information	2	2	2		4	\$ 614			\$ 614
Survey	2	2	2		4	\$ 614	\$ 25	\$ 4,300	\$ 4,939
Geotechnical (none)					0	\$ -			\$ -
Subtotal	4	4	4	0	8	\$ 1,228	\$ 25	\$ 4,300	\$ 5,553
Task 3 - Construction Documents									
Draft Plans and Specs	4	1	16	20	41	\$ 4,842			\$ 4,842
Draft Cost Opinion		2	2		4	\$ 554			\$ 554
Final Plans and Specs	2	2	12	8	24	\$ 2,960			\$ 2,960
Final Cost Opinion		1	2		3	\$ 404			\$ 404
Subtotal	6	6	32	28	72	\$ 8,760	\$ -	\$ -	\$ 8,760
TOTAL BUDGET	19	6	42	28	95	\$ 12,370	\$ 225	\$ 4,300	\$ 16,995

Billing Rates	\$/hr
Principal Engineer	180
Senior Project Engineer	170
Project Engineer	150
Water Resource Planner	138
Assistant Engineer	127
Drafter	97
Administrative Assistant	57

Meetings to be reimbursed at IRS rate





MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Principal Engineer	\$180/HR
Senior Project Engineer	\$170/HR
Project Engineer	\$150/HR
Water Resources Planner	\$138/HR
Assistant Engineer	\$127/HR
GIS Specialist	\$130/HR
GIS Technician	\$110/HR
Senior Design Technician	\$97/HR
Administrative Assistant	\$57/HR

Routine office expenses such as computer usage, telephone charges, office equipment and supplies, incidental postage, copying, faxes, etc., are included in the hourly rates.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.54/mi.



Exhibit A

MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805-904-6530

October 9, 2018

Richard Jamar
City of Guadalupe
(Submitted Electronically)

SUBJECT: Proposal for Water and Sewer Atlas Update and Limited Water System Hydraulic Modeling

Dear Richard,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to provide the attached Scope of Services for updating the City of Guadalupe's (City) existing water and sewer atlas and perform limited water system hydraulic modeling.

PROJECT UNDERSTANDING

As part of the City's Water Master Plan Update (final May 2014) and Wastewater Collection System Treatment Plant Master Plan (final October 2014), MKN developed a comprehensive geographic information system (GIS) database and hydraulic models for the water distribution system and sewer collection system. Since that time changes to both systems have occurred and the City would like to have those changes (including water and sewer infrastructure constructed as part of the Pasadera development) included in the GIS.

The City has also requested that MKN complete limited hydraulic analysis of the water distribution system based on system updates identified by City staff and water infrastructure constructed as part of the Pasadera development.

SCOPE OF WORK

Task 1: Project Meeting, Data Collection and Review

MKN will attend one (1) onsite meeting during the project. The project meeting will include the following:

- Kickoff meeting to collection system update information provided by the City
- Progress meetings via phone as needed

MKN will review available information provided by the City to update the water system atlas include water main locations, hydrants and valve. It is assumed that water and sewer information for the Pasadera development will be provided by Bethel Engineering in AutoCAD format.

Richard Jamer, City of Guadalupe

Task 2: Water System Atlas Update

Based on information provided by the City and Bethel Engineering, MKN will update the existing water distribution GIS including water main locations (including material and size), tank locations, valve locations and hydrant locations. MKN will produce a revised 11x17 water atlas and wall map (24x36).

Task 3: Sewer System Atlas Update

Based on information provided by the City and Bethel Engineering, MKN will update the existing sewer system GIS including gravity pipe locations (including material and size), newly constructed lift stations and force mains, and manhole locations. MKN will produce a revised 11x17 sewer atlas and wall map (24x36).

Task 4: Limited Water System Hydraulic Modeling

MKN will use the revised GIS to update the existing water system hydraulic model used to complete the water master plan and supplemental update. MKN has allocated up to six (6) hours of hydraulic modeling to confirm system pressures and flows during fire flow conditions for the Pasadena development. MKN will prepare a technical memorandum summarizing the results of the analysis.

ASSUMPTIONS:

Not included:

- Populating GIS database with additional metadata
- Hydraulic modeling of sewer system
- Field surveying
- Onsite GIS software installation and training

SCHEDULE AND FEE

The GIS and atlas update will be completed four weeks after receipt of available information from the City and Bethel Engineering. The hydraulic modeling will be completed two weeks after the GIS update.

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$4,710 as shown on the attached spreadsheet. Hourly rates are attached and may be revised annually. Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

Richard Jamar, City of Guadalupe

If you authorize MKN to proceed with this work, please sign below:

Sincerely,

Authorized to Proceed by:



Jon Hanlon, PE
Principal

Attachments:
Budget Spreadsheet
2018 Fee Schedule



City of Guadalupe

12-13-18

(Date)

Proposal for Water and Sewer Atlas Update and Limited Water System Hydraulic Modeling

	Principal Engineer	Water Resource Planner	Assistant Engineer	Total Hours (MKN)	Subtotal Labor (MKN)	ODCs (MKN)	Total Cost
Task 1: Project Meetings, Data Collection and Review							
Kickoff meeting and data review	1	3		4	\$ 594	\$ 40	\$ 634
Progress meetings:	1	1		2	\$ 318	\$ 40	\$ 358
Subtotal	2	4	0	6	\$ 912	\$ 80	\$ 992
Task 2: Water System Atlas Update							
GIS Update							
Atlas and wall map production	2	3		5	\$ 657		\$ 657
Subtotal	2	3	0	5	\$ 392	\$ 100	\$ 492
Task 3: Sewer System Atlas Update							
GIS Update							
Atlas and wall map production	0	3	5	8	\$ 1,049	\$ 100	\$ 1,149
Subtotal	0	3	5	8	\$ 519	\$ 100	\$ 619
Task 4: Limited Water System Hydraulic Modeling							
Hydraulic modeling							
Technical memorandum	1	1	4	6	\$ 826		\$ 826
Subtotal	1	1	4	6	\$ 732	\$ -	\$ 732
	2	5	4	11	\$ 1,558	\$ -	\$ 1,558
TOTAL BUDGET	4	14	14	32	\$ 4,490	\$ 200	\$ 4,710

Billing Rates	\$/hr
Principal Engineer	180
Water Resource Planner	136
Assistant Engineer	127

Mileage to be reimbursed at IRS rate





MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Principal Engineer	\$180/HR
Senior Project Engineer	\$170/HR
Project Engineer	\$150/HR
Water Resources Planner	\$138/HR
Assistant Engineer	\$127/HR
GIS Specialist	\$130/HR
GIS Technician	\$110/HR
Senior Design Technician	\$97/HR
Administrative Assistant	\$57/HR

Routine office expenses such as computer usage, telephone charges, office equipment and supplies, incidental postage, copying, faxes, etc., are included in the hourly rates.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.54/mi.



Exhibit A

MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805-904-6530

October 9, 2018

Richard Jamar
City of Guadalupe
(Submitted Electronically)

SUBJECT: Proposal for Design Services: Tognazzini Waste Line Replacement

Dear Richard,

Michael K. Nunley & Associates, Inc. (MKN) is pleased to provide the attached Scope of Services for design of a pipeline connecting the Tognazzini Well pump-to-waste to the existing 6-inch gravity sewer line within Tognazzini Road. Our Scope of Work will include preparation of construction documents, and limited construction support services.

PROJECT UNDERSTANDING

The Tognazzini well was out of service for a number of years. Upgrades to the Tognazzini Well were completed in 2018. The upgrades included a new well building, telemetry, electrical and controls, piping, valves, and a new pump and motor. The original pump-to-waste piping which discharges flush water to the gutter in Tognazzini Road was retained. As the well is now being utilized on an ongoing basis, the City is seeking improvements to the waste system by connecting to the 6-inch sewer collection system within Tognazzini. It is understood that the preferred approach is to construct a catch basin adjacent to the well building, and connect a new gravity pipe through the park to the pipe on the east side of the street. A flap valve will be selected to prevent sewer gasses from escaping into the basin. It is assumed that the pipeline will connect directly to the sewer line without the need for a new manhole.

SCOPE OF WORK

Task 1: Project Meetings

MKN will attend a total of three (3) progress and coordination meetings during the project. Project meetings include:

- Preliminary Site Visit - Field Measurements
- Interim Site Visit
- Draft Construction Documents Review Meeting

Richard Jamar, City of Guadalupe

Task 2: Collect and Review Background Information

MKN will review the existing available information provided by the City to establish the preferred alignment and grade for the new drain line. MKN will review the 2014 Sewer Master Plan to assess the capacity of the receiving sewer.

Task 3: Construction Documents

Existing record drawings will be utilized as the basemap for the construction documents. It is anticipated that up to two sheets, plus cover will be required. The following technical specification are anticipated:

- 011100 – Coordination of Work
- 012000 – Measurement and Payment
- 013300 – Submittals
- 015526 – Traffic Control
- 020120 – Protecting Existing Utilities
- 312316 – Trenching, Backfilling and Compacting
- 321216 – Asphalt Concrete Paving
- 333112 – PVC Gravity Sewer Pipe

MKN will submit Draft plans and specifications for City review and comment. City comments will be incorporated into the final submittal. Construction drawings will be prepared as 22-inch x 34-inch sheets and all drawings will be prepared using AutoCAD 2016. All deliverable will be provided in electronic (PDF) format. Construction Cost Opinions will be provided with both submittals.

ASSUMPTIONS:

Not included:

- Survey
- Bid or Construction Phase Services
- Geotechnical Engineering
- Record Drawings
- Preparation of "Front-end" contract documents

FEE AND SCHEDULE

Draft Plans and Specifications will be submitted eight weeks after receipt of record information from the City. Final Plans and Specifications will be submitted two weeks after receipt of City comments on the Draft submittal.

MKN proposes to complete this work on a time and materials basis with a budget not to exceed \$11,856 as shown on the attached spreadsheet. Hourly rates are attached and may be revised annually. Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

Richard Jamar, City of Guadelupe

If you authorize MKN to proceed with this work, please sign below:

Sincerely,

Authorized to Proceed by:



Jon Hanlon, PE
Principal


City of Guadelupe

12-13-18
(Date)

Attachments:
Budget Spreadsheet
2018 Fee Schedule

Gindakupo Togrozini Waste Line Replacement

	Principal Engineer	Project Engineer	Assistant Engineer	Drafter	Total Hours (MKN)	Subtotal Labor (MKN)	ODCs (MKN)	Total Cost
Task 1 - Project Management, Meetings, and QA/QC								
Site Visit and Meetings (3 total)	6				6	\$ 1,080	\$ 200	\$ 1,280
Project Management and QC	4				4	\$ 720		\$ 720
Subtotal	10	0	0	0	10	\$ 1,800	\$ 200	\$ 2,000
Task 2 - Information Review								
Collect and Review Existing Information	2	8			10	\$ 1,376		\$ 1,376
Subtotal	2	8	0	0	10	\$ 1,376	\$ -	\$ 1,376
Task 3 - Construction Documents								
Draft Plans and Specs	6	2	12	16	36	\$ 4,456		\$ 4,456
Draft Cost Opinion		2	4		6	\$ 808		\$ 808
Final Plans and Specs	4	2	8	8	22	\$ 2,812		\$ 2,812
Final Cost Opinion		1	2		3	\$ 404		\$ 404
Subtotal	10	7	26	24	67	\$ 8,480	\$ -	\$ 8,480
TOTAL BUDGET								
	22	7	34	24	87	\$ 11,656	\$ 200	\$ 11,856

Billing Rates	\$/hr
Principal Engineer	180
Senior Project Engineer	170
Project Engineer	150
Water Resource Planner	138
Assistant Engineer	127
Drafter	97
Administrative Assistant	57

Mileage to be reimbursed at IRS rate





MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Principal Engineer	\$180/HR
Senior Project Engineer	\$170/HR
Project Engineer	\$150/HR
Water Resources Planner	\$138/HR
Assistant Engineer	\$127/HR
GIS Specialist	\$130/HR
GIS Technician	\$110/HR
Senior Design Technician	\$97/HR
Administrative Assistant	\$57/HR

Routine office expenses such as computer usage, telephone charges, office equipment and supplies, incidental postage, copying, faxes, etc., are included in the hourly rates.

DIRECT PROJECT EXPENSES

Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.54/mi.

Exhibit B

**IRWM DAC Involvement Grant Agreement
Terms and Conditions - Contractors subcontractors**

**Proposition 1 - Dept. of Water Resources
Grant Agreement #4600012296**

Item Description	DWR Agreement Item
N/A	
LABOR COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.	15
ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT: Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.	D1a
AUDITS: Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.	D7
CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.	D15
DRUG-FREE WORKPLACE CERTIFICATION: Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.	D18
INSURANCE: Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.	D23
INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.	D26

Item Description	DWR Agreement Item
<p>NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.</p>	D28
<p>WORKERS' COMPENSATION: Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.</p>	D49

CONTRACT AMENDMENT # 1

This contract amendment is entered into by and between the City of Guadalupe, a municipal corporation (the "City") and Michael K. Nunley & Associates, Inc., a California Corporation ("Consultant") as of June 11, 2019.

WHEREAS, the parties hereto previously entered into that certain agreement known as Agreement for Consultant Services between the City of Guadalupe and Michael K. Nunley & Associates, Inc, (the "Agreement") on July 26, 2016.

WHEREAS, In order for the contract to be in compliance with the Proposition 1 Integrated Regional Water Management the following language needs to be added to Section 1 "Term of the Agreement":

This contract will comply with the terms and conditions of the Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Program Grant Agreement # 4600012296 as set forth in Exhibit C (Terms and Conditions)

WHEREAS, all other provisions of the Agreement shall remain in full force and effect.

Agreed to by the undersigned parties as of the date first written above.

CITY OF GUADALUPE

MICHAEL K. NUNLEY & ASSOCIATES INC.

Ariston Julian, Mayor

ATTEST:

Joice Earleen Raguz, City Clerk

APPROVED AS TO FORM ONLY:

Philip F. Sinco, City Attorney

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
MICHAEL K. NUNLEY & ASSOCIATES, INC.**

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 26th day of July 2016, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and MICHAEL K. NUNLEY & ASSOCIATES INC., a California ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit A (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice

to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated

representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) Errors and Omissions Liability \$1,000,000 per claim.

C. Other Provisions: Insurance policies required by this Agreement shall contain the following provisions:

(1) **All Policies:** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) **General Liability and Automobile Liability Coverages.**

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) **Workers' Compensation and Employer's Liability Coverage.** Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. **Other Requirements:** Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subconsultants.

Section 18. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. Termination of Agreement.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit A, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: Andrew Carter, City Administrator
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

To Consultant: Michael K. Nunley & Associates
P.O. Box 1604
Arroyo Grande, CA 93421

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CITY OF GUADALUPE

By: John Lizalde
John Lizalde, Mayor

APPROVED AS TO FORM:

Dave Fleishman
Dave Fleishman, City Attorney

CONSULTANT:

MICHAEL K. NUNLEY & ASSOICATES, INC.

By: Michael K. Nunley
Title: PRESIDENT / CEO

By: Michael K. Nunley
Title: TREASURER



EXHIBIT **A**

PO Box 1604
Arroyo Grande, CA 93421
805-904-6530
www.mknassociates.us

June 9, 2016

Jeff van den Elkhof, PE
City of Guadalupe
PO Box 906
Guadalupe CA 93434

RE: Pioneer and Highway 1 Lift Station and Trunk Sewer Replacement Proposal

Jeff,

We are pleased to provide this proposal to perform engineering design services. This letter describes the proposed scope of work, budget and schedule anticipated for this project.

PROJECT UNDERSTANDING

Pioneer Lift Station

Constructed in the 1950s, the Pioneer Street Lift Station is the oldest of the City's three lift stations and is located near the intersection of Pioneer Street and Eight Street. The Pioneer Street LS is a duplex wet pit/dry pit lift station with Chicago Pump Solids-Handling Vertical Open Shaft pumps. This lift station primarily collects residential flow from the adjacent neighborhood and serves approximately 25 parcels. The Pioneer Lift Station served a much larger service area before significant flows from the downtown area were redirected to the Highway 1 Lift Station in the late 1960s.

As identified in the 2014 Wastewater Master Plan, the Pioneer Lift Station has reached the end of its useful life, is a confined space safety hazard, and the pumps are oversized for existing flow conditions (contributing to surcharging in the downstream collection system). Additionally, the force main has recently failed and the City has determined that significant segments of the force main are located outside of City easement or right-of-way. It is recommended the City design a new lift station meet existing and future flow conditions as identified in this Master Plan. It is also recommended to reroute the existing force main along Eighth Street to Highway 1 so that the force main is located within the City's right-of-way and is accessible.

Highway 1 Lift Station

The Highway 1 Lift Station was constructed in 1968 by Caltrans as part of a Highway 1 widening project. The lift station is located in the Highway 1 right-of-way near the intersection of Highway 1 and Sixth Street. It is the largest of the City's three lift stations, collecting residential and downtown commercial flow from the adjacent neighborhood and the Gularte Life Station. It serves approximately 388 parcels.



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As Identified in the 2014 Wastewater Master Plan, The Highway 1 Lift Station is past its useful life, is a confined space safety hazard, is undersized to meet existing and future PHF conditions, and the configuration of the force main discharge point causes surcharging in the upstream pipeline crossing under UPRR. It is recommended the City design a new lift station to meet existing and future flow conditions. It is also recommended to reroute the existing force main along Highway 1 to a location near Sixth Street.

Trunk Sewer

The City's existing 12-inch trunk sewer main that runs from Sixth Street to Mahoney Lane is undersized and conveys 85% of the City's wastewater flow, which includes the Highway 1 Lift Station, Pioneer Lift Station, Gualarte Lift Station, Apio, and the Treasure Park area. As identified in the Master Plan, all sewer manholes (approximately 16 total) on the 12 inch trunk sewer pipe, from the intersection of Sixth Street at Highway 1 to where it transitions to a 24 inch trunk sewer pipe on Mahoney Lane (2,900 linear feet), were surcharged with one to two feet of standing wastewater. The 12 inch trunk main is undersized to convey pumped flow from the Highway 1 and Pioneer Lift Stations, as well as flows from Apio and local residential neighborhoods. Finally, many sections of the trunk main pass under residential buildings. It is recommended that these sections be relocated to within City right-of-way. Approximately 2,900 feet of pipe replacement is recommended to correct collection system deficiencies.

At staff's request MKN has prepared this Scope and Fee to design replacements of the lift stations and gravity trunk sewer.

SUMMARY OF PROPOSED DESIGN SERVICES

If authorized to perform this work, MKN will perform the following services:

- Survey and development of a base map;
- Geotechnical engineering;
- Preparation of a Preliminary Design Report;
- Assist with negotiation of new easement for Highway 1 Lift Station; and
- Development of construction plans, specifications, and estimates for two new lift stations, new force main, and a new trunk sewer.

It is assumed the Pioneer Lift Station facilities will include a new lift station on the existing property, abandonment of the existing lift station, abandonment of the existing force main, and design of approximately 550 lf of new force main in a new alignment along 8th Street and Guadalupe Avenue (Highway 1), SCADA-ready control panel, and autodialer to transmit alarms. The new lift station and facilities will be secured by a chain link fence with privacy slats. No pump building or enclosure will be provided.

Work associated with the Highway 1 Lift Station facilities will include support for easement negotiation, a new lift station, abandonment of the existing lift station, relocation of the existing force main, SCADA-



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ready control panel, and autodialer to transmit alarms. The new lift station and facilities will be secured by a chain link fence with privacy slats. No pump building or enclosure will be provided.

SCADA specifications for equipment or for integration into the City's existing SCADA system are not included. It is assumed the City will determine if permits are required. MKN can provide permitting support if needed but these services are not included in this proposal.

TASK GROUP 1: Project Meetings and Coordination

MKN will attend a total of four (4) progress and coordination meetings during the preliminary and final design of both project phases. The purpose of the meetings will be to discuss issues related to the project and the schedule with the City. MKN will prepare and distribute meeting agendas prior to the scheduled meeting and will record and distribute meeting notes to all attendees. The meeting notes will document the discussions and decisions made.

Project meetings include:

- Project Kick-Off Meeting
- Preliminary Design Reports Review Meeting
- 50 Percent Design Submittal Meeting
- 90 Percent Design Submittal Review Meeting

TASK GROUP 2: Survey/Right of Way and Geotechnical Investigation

Task 2.1 Survey/Right-of-Way

MKN has retained the services of MBS Surveys to perform aerial topographic mapping, conduct a supplemental utility survey, establish recorded ROW boundaries, and prepare a map within the required survey limits including:

- Topography and recorded boundary of the lift station sites, force main alignments, and gravity sewer alignments
- Topography and recorded right of way limits along the proposed force main alignment from 8th street to Guadalupe Street (Highway 1), and south on Guadalupe Street to the proposed tie-in point at the manhole at Olivera Street
- Rim, floor, and inverts of lift station wetwells
- Storm drain and culvert at Guadalupe Street and along 8th Street

The completed survey map will be prepared at 20 scale, showing contours at one-foot intervals and critical spot elevations in the areas of required detailed survey. City and/or County benchmarks will be used to establish elevations and basis of bearings. In addition to contours, the map will show edge of pavement, utility vaults, paint marks indicating underground utility lines, trees, drain inlets, signs, utility poles, lane striping, and other features according to standard practice. Inverts that can be safely accessed will be measured as well.

The map will also show street rights-of-way and portions of private property lines as required for completion of the final design and based upon found monuments, recorded deeds, and record maps.



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Semi-permanent control points will be established near the survey limits to be used in the future for construction layout work. These points, along with any found survey markers used to re-establish the right-of-ways and/or property lines will be shown on the topographic map. Monuments within the survey limits which are at the surface will be identified, located, and shown on the topographic map.

MKN will procure up to five (5) preliminary title reports and backup documents, review the easement deeds, and plot the recorded lift station property boundaries on the base map.

Deliverables:

- Topographic map (electronic file provided in both AutoCAD and PDF formats)

Task 2.2 – Geotechnical Investigations

MKN will provide and coordinate the services of our geotechnical subconsultant, Earth Systems Pacific (ESP), to perform detailed geotechnical investigations to evaluate subsurface conditions. Field investigations will be performed for collection of pertinent data and information, which will be analyzed to develop geotechnical engineering recommendations for the final design. The field and laboratory data will be reviewed by a Registered Geotechnical Engineer, and evaluated with respect to development of geotechnical criteria for the proposed project. The following items will be addressed:

- Soil and groundwater conditions encountered;
- Historical groundwater elevations based upon published data;
- Potential for liquefaction and settlement during a seismic event;
- Types and depths of foundations;
- Soil skin friction values for foundations and pipelines, as applicable;
- 2010 California Building Code seismic criteria;
- Buried structure design parameters;
- Maximum allowable bearing capacities;
- Maximum and differential settlement;
- Utility trench backfill;
- Site drainage around improvements;
- Temporary excavations for construction and dewatering; and
- Recommendations for construction observation and testing.

All work within the City right-of-way will require encroachment permits, which will be secured by ESP. Some of the borings will be drilled in City streets and will necessitate traffic control services, provided by the City.

MKN will review the geotechnical reports and confirm that the analysis addresses the needs of the City.

Deliverables:

- Draft Geotechnical Report (electronic copy in PDF format)
- Final Geotechnical Report (2 hard copies and electronic copy in PDF format)

TASK GROUP 3: Preliminary Design Report



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The PDR will describe recommended design features and considerations such as flows, redundancy, materials selection, sound attenuation, and operation and maintenance. A portable generator receptacle and manual transfer switch will be provided in lieu of a standby generator.

A hydraulic analysis will be performed to evaluate wetwell sizing, pumping requirements, wetwell operating levels, and pump run times. Recommended pump curves overlaying a calculated system curve will be provided.

MKN recognizes that due to site constraints, bypass pumping will be required during construction of the new facilities. The PDR will include an assessment of construction sequencing to address this aspect of the project. The analysis will include construction sequencing, anticipated design and construction schedule, temporary facilities, and ability of existing power supply to provide power to temporary facilities. A construction cost opinion will be provided, along with identification of long lead items.

The draft Preliminary Design Report will be delivered to the City prior to the Preliminary Design Report Review Meeting. The contents of the draft Preliminary Design Report will be discussed at the meeting with City staff. Comments from both the meeting and the City's internal review will be incorporated into the final Preliminary Design Report.

Deliverables:

- Draft Preliminary Design Report (electronic copy)
- Final Preliminary Design Report (2 hard copies and electronic copy)

TASK GROUP 4: Easement Acquisition (Highway 1 Lift Station Only)

MKN has retained the services of Hamner, Jewell & Associates (HJA) to negotiate a new permanent easement that may be required, and to obtain a temporary construction easement, if necessary.

After developing necessary project plans and obtaining right-of-way maps, specific legal descriptions, plats, and area calculations for the temporary and permanent easement areas, MKN will review the previous appraisal, title report, and backup documents for the Alvarez property (the owner of the proposed lift station site) and prepare an extrapolated value estimate upon which an offer package will be prepared for presentation to the property owner.

The valuation estimate and offer package will be presented to the City for review and approval prior to being presented to the property owner. After the offer presentation, MKN will pursue the agreement with the owner to finalize the right of way acquisition. We will also process documents for necessary approvals and coordinate escrow, title insurance, and closing.

It is assumed that one (1) new easement will be required for the project. The easement will be pursued based on a Minimum Value Estimate rather than a full formal appraisal. However, if the property owner insists on a formal appraisal and/or the City must consider condemnation action, a formal appraisal by a State licensed real estate appraiser will be required. Appraisal will be at extra cost plus 10%. We have budgeted an allowance of 50 hours for the right of way acquisition process.



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TASK GROUP 5: Construction Documents and Specifications

MKN will prepare construction plans and specifications utilizing three (3) distinct submittals (50%, 90% and Final). It is assumed that the City will provide front-end documents to MKN for inclusion into the bid package and that MKN will prepare technical specifications in CSI format. Plans will be prepared in AutoCAD. The City will review the contents of each submittal and provide comments for incorporation into the subsequent submittal. An opinion of probable construction costs will be prepared to accompany each submittal.

Deliverables:

- **50 Percent Submittal consisting of the following (electronic copy in PDF format):**
 - Draft half-size (11" x 17") drawings
 - Draft technical specifications (Divisions 02 to 43)
 - Draft opinion of probable construction costs
- **90 Percent Submittal consisting of the following (electronic copy in PDF format)**
 - Revised half-size (11" x 17") drawings
 - Revised project commissioning documents
 - Draft front-end documents (Division 00 provided by City)
 - Revised technical specifications (Divisions 02 to 43)
 - Revised opinion of probable construction costs
- **Final Submittal consisting of the following (2 hard copies and one electronic copy in PDF format)**
 - Final half-size (11" x 17") drawings
 - Final project commissioning documents
 - Completed front-end documents (Division 00 provided by City)
 - Final technical specifications (Divisions 02 to 43)
 - Final engineer's estimate

ASSUMPTIONS

Upfront contract documents will be prepared and provided by the City.

All permits will be obtained by the City.

Potholing, if necessary, is not included.

At this time, a budget has not been developed for Engineering Support During Construction, Construction Phase Administration, or Construction Observation Services. A budget for these services can be provided upon request.

MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through Client and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through Client, or

EXHIBIT B



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determines that additional data or information is needed to perform the services, MKN shall promptly notify the City.

Fee Summary

MKN proposes to complete this project on a time and materials basis, with a total budget that will not be exceeded without written authorization from the City. The budget is summarized below and a detailed breakdown is provided in the attached spreadsheet.

Lift Station and Trunk Main Design Projects		
	MKN Labor	Subconsultants (Survey, Geotech, Easements, etc.)
Project Meetings and Coordination	\$4,640	NA
Survey and Geotechnical	\$11,220	\$49,572
Preliminary Design Report	\$11,916	NA
Easement Acquisition	\$4,692	\$8,250
Construction Documents	\$106,595	\$22,825
Total	\$139,063	\$80,647
	Grand Total	\$219,710

Thank you for providing Michael K. Nunley and Associates with the opportunity to provide professional engineering services for your project. If you have any questions regarding this proposal, please contact me at ghanlon@mkassociates.us or by phone at (805) 904-6530.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Hanlon', written over a horizontal line.

Jon Hanlon, PE

Proposal - Pioneer **Lift Station Highway 1 Lift Station and Trunk Main Replacement Project - City of Gardnerville**

	Project Manager	Project Engineer	Drafting	Administrative Support	Total Hours	CRS	Subcontract (RM)	Subcontract (Perk System)	Subcontract (M&E Survey)	Subcontract (Perk Structure)	Subcontract (Process Control)	Total 2000 Labor	Total Cost
Task Group 1 - Project Meetings and Coordination													
Project Kickoff Meeting	2.0	2.0			4	\$ 30						\$ 60	\$ 60
Preliminary Design Report Meeting	2.0	2.0			4	\$ 30						\$ 60	\$ 60
50% Design Submittal Meeting	2.0	2.0			4	\$ 30						\$ 60	\$ 60
70% Design Submittal Meeting	2.0	2.0			4	\$ 30						\$ 60	\$ 60
QA/QC					1.0							\$ 30	\$ 30
Subtotal Task Group 1	10	8	0	0	26	\$ 210	-	-	-	-	-	\$ 420	\$ 420
Task Group 2 - Survey and Geotechnical													
Geotechnical Engineering	6	6			12		\$ 24,720					\$ 2,916	\$ 27,636
Survey, LPT&A Planets, 4 PTH for Trunk	6	6			12	\$ 7,500		\$ 21,000				\$ 2,850	\$ 28,350
Subtotal Task Group 2	12	12	0	0	24	\$ 7,500	\$ 24,720	\$ 21,000	-	-	-	\$ 5,766	\$ 51,982
Task Group 3 - Preliminary Design Report													
Pioneer Lift Station and Force Main													
Prepare Draft Preliminary Design Report	2	12	4	2	20							\$ 2,400	\$ 2,400
Prepare Final Preliminary Design Report	2	8	2	2	12	\$ 90						\$ 1,080	\$ 1,080
Highway 1 Lift Station													
Prepare Draft Preliminary Design Report	2	12	4	2	20							\$ 2,400	\$ 2,400
Prepare Final Preliminary Design Report	2	6	2	2	12	\$ 30						\$ 360	\$ 360
Trunk Sewer													
Prepare Draft Preliminary Design Report	2	12	4	2	20							\$ 2,400	\$ 2,400
Prepare Final Preliminary Design Report	2	6	2	2	12	\$ 30						\$ 360	\$ 360
Subtotal Task Group 3	12	54	18	12	96	\$ 210	-	-	-	-	-	\$ 5,766	\$ 11,016
Task Group 4 - Easement Acquisition													
Highway 1 Lift Station and Force Main													
Appraisal (Not Included)					0							\$ -	\$ -
ROW Acquisition Allowance	4	2	2		8							\$ 1,120	\$ 1,120
Final Easement Description and Exhibit (L)		4	4		8							\$ 960	\$ 960
Coordination with L&E	12	4			16	\$ 90						\$ 1,440	\$ 1,440
Subtotal Task Group 4	16	10	6	0	32	\$ 90	-	-	-	-	-	\$ 4,520	\$ 4,520

	Project Manager	Project Engineer	Drafting	Administrative Assistant	Total Hours	CG&S	Subcontractors (SG)	Subcontractors (SG&S)	Subcontractors (SG&S)	Subcontractors (SG&S)	Total Labor	Total Cost	
Task Group 3 - Construction Documents													
Rosemead LRI Station and Force Mains (13 sheets)													
Prepare 50% Design	32	40	95		167		\$ 3,488		\$ 2,750		\$ 20,990	\$ 24,438	
Prepare 90% Design	18	42	22		82		\$ 1,808				\$ 15,514	\$ 17,322	
Prepare Final Design	14	42	21		80	\$ 80	\$ 3,488				\$ 15,514	\$ 19,002	
Highway 3 LRI Station and Force Mains (4 sheets)													
Prepare 50% Design	24	40	17		121		\$ 3,008		\$ 2,710		\$ 18,690	\$ 21,408	
Prepare 90% Design	22	28	18		68		\$ 1,808				\$ 7,912	\$ 10,020	
Prepare Final Design	12	32	18		60	\$ 80	\$ 3,008				\$ 7,912	\$ 10,020	
Trunk Sewer (11 sheets)													
Prepare 50% Design	28	40	14		142						\$ 17,052	\$ 17,052	
Prepare 90% Design	20	24	18		72						\$ 8,136	\$ 8,136	
Prepare Final Design	12	22	11		49	\$ 50					\$ 5,852	\$ 5,902	
Subtotal Task Group 3	173	280	228	0	630	\$ 200	\$ 17,322	\$ -	\$ -	\$ 5,500	\$ -	\$ 28,642	\$ 32,812
GRAND TOTAL	250	417	275	12	1198	\$ 7,000	\$ 17,322	\$ 22,222	\$ 22,800	\$ 9,300	\$ 4,200	\$ 18,000	\$ 29,772

Billings Index	100
Project Manager	170
Project Engineer	140
Senior Engineer	130
Assistant Engineer	100
Drafting	87
Administrative Assistant	80

Adjustment to be reflected in Bill Rate



Exhibit C

IRWM DAC Involvement Grant Agreement
Terms and Conditions - Contractors subcontractors

Proposition 1 - Dept. of Water Resources
Grant Agreement #4600012296

Item Description	DWR Agreement Item	
N/A	LABOR COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.	15
ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT: Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.	D1a	
AUDITS: Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.	D7	
CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.	D15	
DRUG-FREE WORKPLACE CERTIFICATION: Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.	D18	
INSURANCE: Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.	D23	
INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.	D26	

Item Description	DWR Agreement Item
<p>NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.</p>	D28
<p>WORKERS' COMPENSATION: Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.</p>	D49

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN
THE CITY OF GUADALUPE
AND
EIKHOF DESIGN GROUP**

For Contract Engineering Services

THIS AGREEMENT FOR CONSULTANT SERVICES (the "Agreement") is made and entered into this 11th day of June 2019, by and between the CITY OF GUADALUPE, a municipal corporation ("City") and EIKHOF DESIGN GROUP, INC., a California Corporation ("Consultant").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

Section 1. Term of Agreement. Subject to the provisions of Section 19 (Termination of Agreement) of this Agreement, the term of this Agreement shall be for a period of one (1) year from the date of execution of this Agreement, as first shown above. Such term may be extended upon written agreement of both parties to this Agreement.

This contract will comply with the terms and conditions of the Proposition 1 Integrated Regional Water Management Disadvantaged Community Involvement Program Grant Agreement # 4600012296 as set forth in Exhibit A (Terms and Conditions)

Section 2. Scope of Services. Consultant agrees to perform the services set forth in Exhibit B (Scope of Services) and made a part of this Agreement.

Section 3. Additional Services. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit B, unless such additional services are authorized in advance and in writing by the City Council or City Administrator of City. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Administrator.

Section 4. Compensation and Method of Payment.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B (Compensation) and made a part of this Agreement.

(b) Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. City shall independently review each Invoice submitted by Consultant to determine whether the

work performed and expenses incurred are in compliance with the provisions of this Agreement and Scope of Services. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event City disputes any charges or expenses, City shall return the original invoice to Consultant with specific items in dispute identified for correction and re-submission. All undisputed charges shall be paid in accordance with this Agreement and Scope of Services.

(c) Except as to any charges for work performed or expenses incurred by Consultant, which are disputed by City, City will cause Consultant to be paid within forty-five (45) days of receipt of Consultant's invoice.

(d) Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

(e) Consultant shall have the right to suspend services if not paid in accordance with this Agreement.

Section 5. Inspection and Final Acceptance. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed, if the work is found to be defective or not in compliance with the defined Scope of Services. Acceptance of any of the Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement, including but not limited to, Sections 15 and 16, pertaining to indemnification and insurance, respectively. Consultant agrees to cooperate in any such inspection.

Section 6. Ownership of Documents. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. Reuse of any materials outside the scope of this Agreement shall be at the sole risk of the City.

Section 7. Consultant's Books and Records.

(a) Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently completed and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to the audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, upon reasonable notice during regular business hours, upon written request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement. The City shall compensate the Consultant for all costs associated with providing these materials to the City.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or destroyed due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 8. Status of Consultant.

(a) Consultant is and shall at all times during the terms of this Agreement remain a wholly independent Consultant and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

(b) The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, employees or agents of City.

(c) Neither Consultant nor any of Consultant's officers, employees or agents shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

Section 9. Standard of Performance. Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Section 10. Compliance With Applicable Laws, Permits and Licenses. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement applicable to Consultant. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable at law or in equity as a result of any failure of Consultant to comply with this section.

Section 11. Nondiscrimination. Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, disability, marital status or sexual orientation in connection with or related to the performance of this Agreement.

Section 12. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. sections 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by City.

Section 13. Conflicts of Interest. Consultant agrees to at all times avoid conflicts of interest with the interests of the City in the performance of this Agreement.

Section 14. Confidential Information; Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Administrator, except as may be required by law.

(b) Consultant, its officers, employees, agents or subconsultants, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subconsultant of Consultant, provides any information or work product in violation of this section, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, Interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Consultant shall be compensated for all costs associated with complying with this section.

Section 15. Indemnification.

(a) City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willfully wrongful acts or omissions of Consultant, its agents, officers, directors, sub consultants or employees, committed in performing any of the services under this Agreement.

(b) If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Consultant under Section 16 shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

(c) The provisions of this section do not apply to Claims occurring as a result of the City's sole negligence or willfully wrongful acts or omissions.

(d) City agrees to indemnify Consultant for any such neglect or willfully wrongful acts committed by City or its officers, agents or employees.

Section 16. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work provided by Consultant, its agents, representatives or employees in performance of this Agreement. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver, if so approved in writing by City Administrator. Consultant agrees to provide City with copies of required policies upon request.

Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Form Commercial General liability coverage (Occurrence Form CG 0001).

(2) Insurance Services Office Form No. CA 0001 covering Automobile Liability, including code 1"any auto" and endorsement CA 0025, or equivalent forms subject to written approval of City.

(3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance and covering all persons providing services on behalf of the Consultant and all risks to such persons under this Agreement.

(4) Errors and omission liability insurance appropriate to the Consultant's profession.

B. Minimum Limits of Insurance: Consultant shall maintain limits of insurance no less than:

(1) General Liability: \$1,000,000 general aggregate for bodily injury, personal injury and property damage.

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

(3) Workers' Compensation and Employer's Liability: Workers' Compensation as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

(4) **Errors and Omissions Liability \$1,000,000 per claim.**

C. **Other Provisions:** Insurance policies required by this Agreement shall contain the following provisions:

(1) **All Policies:** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, canceled by the insurer or other party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested has been given to City.

(2) **General Liability and Automobile Liability Coverages.**

(a) City and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and its respective elected and appointed officers, officials or employees.

(b) Consultant's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed officers, officials, employees and volunteers. Any insurance or self insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Consultant's insurance.

(c) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(d) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

(3) **Workers' Compensation and Employer's Liability Coverage.** Unless the City Administrator otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Consultant.

D. **Other Requirements:** Consultant agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this Agreement have been met. The City Attorney may require that Consultant furnish City with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies at any time.

(1) Consultant shall furnish certificates and endorsements from each subconsultant identical to those Consultant provides.

(2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

(3) The procuring of such required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Section 17. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under the Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement, entitling City to any and all remedies at law or in equity, including summary termination of this Agreement. City acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize sub consultants.

Section 18. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

Section 19. **Termination of Agreement.**

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

(b) Consultant may terminate this Agreement at any time upon thirty (30) days' written notice of termination to City.

(c) If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Consultant or City, all property belonging exclusively to City which is in Consultant's possession shall be returned to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

Section 20. Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

Section 21. Excusable Delays. Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of the City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

Section 22. Cooperation by City. All public information, data, reports and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in Exhibit B, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

Section 23. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or United States mail, postage prepaid, addressed as follows:

To City: Robert Perrault, City Administrator
 City of Guadalupe
 918 Obispo Street
 Guadalupe, CA 93434

To Consultant: Eikhof Design Group
 4875 El Camino Real
 Atascadero, CA 93422

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

Section 24. Authority to Execute. The person or persons executing this Agreement on behalf of the Consultant represents and warrants that they have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

Section 25. Binding Effect. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

Section 26. Modification of Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

Section 27. Waiver. Waiver by any party to this Agreement of any term, condition or covenant of this Agreement shall not constitute a waiver of any other term, condition or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

Section 28. Law to Govern; Venue. This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Santa Barbara. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 29. Attorney's Fees, Costs and Expenses. In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to any award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

Section 30. Entire Agreement. This Agreement, including the attached exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

Section 31. Severability. If a term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

Section 32. Preparation of Agreement. This Agreement is the product of negotiation and preparation by and among the parties and their respective attorneys. The parties, therefore, expressly acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one party or another, or any party's attorney, and will be construed accordingly.

CITY:

CONSULTANT:

CITY OF GUADALUPE

EIKHOF DESIGN GROUP, INC.

By: _____

By: _____

Ariston Julian, Mayor

Title: _____

APPROVED AS TO FORM:

By: _____

Phillip F. Sinco, City Attorney

Title: _____

Exhibit A

IRWM DAC Involvement Grant Agreement
Terms and Conditions - Contractors subcontractors

Proposition 1 - Dept. of Water Resources
Grant Agreement #4800012296

Item Description	DWR Agreement Item
N/A LABOR COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met.	15
ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT: Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices.	D1a
AUDITS: Pursuant to Government Code §8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three years after final payment under this Grant Agreement with respect to all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after project completion or final billing, whichever comes later.	D7
CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code, §1090 and Public Contract Code, §10410 and §10411, for State conflict of interest requirements.	D15
DRUG-FREE WORKPLACE CERTIFICATION: Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace.	D18
INSURANCE: Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insured on their liability insurance for activities undertaken pursuant to this Agreement.	D23
INSPECTIONS: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.	D26

**DWR
Agreement
Item**

Item Description

NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D28

WORKERS' COMPENSATION: Grantee affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Grant Agreement and will make its contractors and subcontractors aware of this provision.

D49

Exhibit B



4875 El Camino Real • Atascadero, CA 93422 • Phone: 805-470-1910 • Fax: 805-461-3175

May 21, 2019

Mr. Robert Perrault
City of Guadalupe
918 Obispo Street
Guadalupe, CA 93434

RE: Contract Engineering Services

Dear Bob:

It has been a pleasure to serve the City of Guadalupe as the City Engineer since August 2014. As the City continues to transition to a full-time permanent Public Works Director / City Engineer, Eikhof Design Group is happy to continue providing engineering services for the City where needed.

Currently, Eikhof Design Group provides the following services to the City:

- Capital Improvement Project Design, Project Management, and Inspection (Projects funded by Measure A, Gas Tax, SB1, Water and Wastewater funds)
- Development Review
 - Grading, Drainage, Public Improvements
 - Inspection of privately constructed public improvements
 - Mapping (parcel maps, tract maps, lot line adjustments, voluntary mergers) and coordination with Santa Barbara County
 - All Pasadera development issues
- MS4 Compliance Oversight, including coordination with developers and reporting to State
- SB1 coordination, management, and reporting to CTC
- ATP Cycle 3 project design and management
- Review and approval of parade encroachment permits
- IRWM coordination, design review, and reporting
- Coordination with Caltrans Local Assistance and Caltrans Permitting
- Coordination with SBCAG and other County Agencies and subgroups
- Other functions, as assigned

Attached is our current rate sheet. We will bill all work on a time and materials basis. The listed City Engineer rate is the same the previous City Engineer charged, so the hourly rate for the City has not raised for ten years.

Please contact me if you have any questions or would like to discuss this further. I can be reached at 805-470-1910 ext 101 or by e-mail at jeff@eikhofdesigngroup.com.

Respectfully,



Jeff van den Eikhof, PE
President
Eikhof Design Group, Inc
Attachment: Fee Schedule.

Eikhof Design Group

Exhibit B



2019 Fee Schedule

<u>Personnel Description</u>	<u>Typical Rate/Hour</u>
Principal Civil Engineer	\$ 170.00
City Engineer / Civil Engineer / Licensed Land Surveyor	\$ 160.00
Project / Construction Management.....	\$ 150.00
Assistant Engineer	\$ 140.00
Development Review Services	\$ 135.00
Engineering Technician.....	\$ 130.00
Public Works Inspection	\$ 125.00
Draftsman	\$ 100.00
Clerical	\$ 80.00

<u>Reimbursable Expenses</u>	<u>Fee</u>
Subcontracted Services	Cost + 15%