

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GHD INC.

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GHD INC.**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this ____ day of _____, 2022 by and between the CITY OF CARSON, a California municipal corporation (“City”) and GHD INC., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, 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, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Eight Hundred Fifty Three Thousand Nine Hundred Sixty Eight Dollars (\$853,968)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant (“Principals”) are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Simon Kaye Project Director
(Name) (Title)

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than

\$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents 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 any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. 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.

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. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant

agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without

liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and 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 Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. 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 subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys 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 subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. 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.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; 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. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 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 or 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 of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 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. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such 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 attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this 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.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

GHD, INC., a California corporation

By: _____
Name:
Title:

By: _____
Name:
Title:
Address: 320 Goddard Way, Suite 200
Irvine, CA 92618

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
SIGNER IS REPRESENTING:	DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<input type="checkbox"/> CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
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<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	DATE OF DOCUMENT
_____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”
SCOPE OF SERVICES

I. Consultant shall perform the following Services for the development and implementation of a Comprehensive Asset Management (AM) Program for the City of Carson, as more particularly set forth below:

A. Task 1: Asset Categorization

GHD will perform an Asset Inventory Assessment to capture the location, size, type, materials, condition, and environmental features for various asset systems, including: buildings; parks; roadways; public landscaping; and identified right-of-way assets. This will be a holistic inventory and serve as the foundation for the Asset Inventory and hierarchy in the CMMS/EAM.

A systematic and consistent protocol for collecting and categorizing assets will be developed along with a standardized hierarchy to ensure consistency of asset inventory and categorizing going forward.

GHD will work with the City to identify asset classes, types and develop the parent-child based hierarchy. GHD’s approach, specifically for the Roadways, will be to effectively capture as much data as possible using its proposed Mobile LiDAR technology. This will provide an immediate cost savings and provide significant savings over time should the City need to incorporate asset data not used in this scope of work for future projects.

A citywide inventory and assessment of publicly owned and maintained assets and facilities will be conducted to develop a complete and accurate Asset Register. GHD will record the asset, capture attributes (e.g., type, size, material), record location (GPS coordinates), and take a picture of the asset. The development of the Asset Register will consist of the steps/activities identified hereafter.

1.1: Existing Information Review and Asset Data Collection/Inventory

GHD will review such information as existing GIS data, spreadsheets, logs, records, Maintenance Management plans, gap/benchmarking assessments and other relevant documents. GHD will create understanding of content and formatting of the plans to foster accuracy of existing data and gaps.

Assumptions: The City, having prepared for this project, will be able to easily direct GHD staff to all relevant information.

1.1.1: Data Sourcing and Asset Register Prep

GHD will become familiar with and begin data acquisition from appropriate data sources, including the key primary sources:

- Existing asset inventory and data

- GIS
- Asset Records, spreadsheets, and staff interviews

Once gathered, GHD will begin building the Asset Inventory, categorization and preparing for data entry and analysis.

Deliverables: 4-hour workshop to gather and review data and documents

1.1.2: Citywide Asset Inventory

The inventory of the identified and selected “Qualifying Assets“ will be conducted, with a validation of recorded existing assets, and collection of unrecorded assets completed. Newly identified recorded assets and associated data will be compiled for evaluation and approval by the City.

GHD will approach the asset inventories by class groups developed with the City of Carson: Buildings, Parks, Roadways, and Right-of-Way asset classes. All but the Roadways and Right-of-Way class groups will be inventoried manually with a team of two field staff fusing mobile tablets and where appropriate sub-meter GPS receivers. Manual field inventories will include addition or verification of asset attributes, condition assessment, and photo capture.

Due to the density of associated assets, roadways and Right-of-Way will be inventoried using a vehicle mounted 32-beam mobile scanning LiDAR device. The LiDAR point cloud will then be post-processed using TopoDOT software to extract features manually and automatically into vector format including striping, signage, sidewalks, curb ramps, curb and gutter, streetlights, and traffic lights at a minimum and will be available for additional feature extraction in the future, if and when needed (street furniture, transit facilities, etc.).

To address Roadway and Right-of-Way asset condition assessment, a 360-degree camera will be deployed concurrently with LiDAR capture. This imagery will assist in condition assessment, and it will provide the photo capture required as part of the asset inventory. TopoDOT software can also be used to inform asset condition assessment through slope calculations on sidewalks and curb ramps and reflectance measured from striping and signage. Where these measurements meet condition assessment criteria, they may be used to inform the condition assessment report.

Deliverables: 4-hour Asset Definition Workshop, including workshop presentation and summary list of existing assets

1.1.3: Asset Inventory Comparison

Newly identified/captured assets will be compared to existing assets in the database. This assessment will identify gaps between existing system asset records and field validated records. These gaps will be evaluated and recommendations for closing/adding assets will be made to the City. The newly identified assets will be

added to the Asset Register in order to represent a complete and detailed inventory of all the qualifying assets.

1.1.4: Data Collection and Management

The current processes for data collection will be reviewed by GHD. The AMP will describe the business practices and relationships between the applications used, and the process and method for using the data collected to make operational and management decisions.

1.2: Asset Register Development (Asset Definition)

1.2.1: Asset Register Creation, Identification

GHD will assess and compile an inventory of “Qualifying City-wide assets.” These assets will be identified through a workshop with City of Carson staff and be evaluated through an interview process to meet the criteria established, based on level of service goals. Key elements of this evaluation will be the assets criticality, present and replacement costs, and other criteria selected by the stakeholders. Once the assets are identified for inclusion, the key informational data points of these assets will be organized and validated to include at a minimum:

- Asset Description
- Asset ID
- Treatment process associated with the asset
- Physical attributes
- Manufacturer data (Manufacturer, Model, Serial)
- Nameplate data (where applicable)

Deliverables: Two 4-hour workshops to develop asset definitions and information/data collection standards

1.2.2: Asset Hierarchy

The developed Asset Register and Hierarchy schema will clearly define and present the parent-child relationship between all qualifying assets of the City-wide systems. This will be presented in a clear, graphical flow representation and follow the City’s established standards and protocol. GHD will establish a location-based, function-centric hierarchy for all Systems and Assets. It will be easily searchable, logically cascaded from parent to child, and allow visibility into the specific assets, as well as being able to roll cumulative data up to the Parent units (cost, time, etc.).

The deliverable resulting from this sub-task will be a Technical Memorandum summarizing the asset inventory/listing of assets and application of asset definitions

The Asset Register is envisioned to logically organize various families of assets. GHD will conduct workshops with staff to develop the following components within the Asset Register:

- Incorporate Asset Hierarchy that organizes assets logically based on the different assets maintained by the City including the determination of criteria for critical assets.

- Develop Asset Classes to more efficiently model and manage assets. An Asset Class refers to a group of assets that behave similarly. The assets should be further categorized based on material or the type of asset classes. (e.g., roadways, traffic signal systems, etc.)

Deliverables: 4-hours Asset Hierarchy Creation Workshop; Draft TM Summarizing Various Subtasks for Asset Categorization

B. Task 2: Risk Prioritization Plan

2.1: Existing Condition Assessment Review

GHD will conduct a workshop with City of Carson Staff to collect and review existing condition assessment data, reports, and relevant experiential data. In coordination with Carson staff and using GHD's Asset Management Standards, GHD will create a standard criterion for Condition Assessments. The Condition Assessment Strategy for the City-wide assets is based on GHD's approach to determining risk, industry standards for assessing and scoring condition of assets. The primary failure mode initially considered when determining an asset's probability of failure (POF) is physical mortality. Therefore, it is critical to evaluate and/or estimate the physical condition of assets. Buried assets are mostly passive assets (no moving parts) and can serve their intended design functions for many decades unless there are underlying issues such as manufacturing defects, design deficiencies or installation problems not caught and corrected during construction management activities. Facility or vertical assets (e.g., pump stations) are divided into one of the four categories of asset type: mechanical, electrical, instrumentation or structural. Each type of asset has a unique decay pattern and curve shape. The condition rating score of 1 to 5 will be used to assess the condition of an asset along with the description of each score.

Deliverables: 4-hours Existing Condition Assessments Review and Condition Assessment Criteria Development Workshop

2.2: Condition Assessment Database

GHD will create a workflow, form, and database solution to input the condition assessment data and results. This solution shall be non-proprietary and shall easily

be updatable during future condition assessments. This solution shall also be maintainable by the City of Carson and replicable for other facilities. GHD is very experienced through many years of asset data collection, verification and condition assessment. GHD understands the cost implications of collecting large data sets and the need to have and maintain data integrity. GHD's Assist tool is prepositioned to address the systems and asset types of the City of Carson, and minimal configuration time is needed to set up- bringing value to the City.

To that end, GHD will utilize its ASSIST data collection tools which will provide the efficiencies required and the integrity desired. ASSIST will allow GHD to customize templates to cover all City's asset classes and the variety of asset attributes required for each class. The ability to take and auto link photographs is a feature of ASSIST. The data can be downloaded as a spreadsheet allowing upload into enterprise systems if required and can also integrate with GIS systems.

Irrespective of who collects the data, how many are collecting data or which location is being inspected, ASSIST creates a single source of data truth.

In addition to the collection of data, ASSIST will auto populate agreed reporting formats to provide additional efficiencies.

Assumptions: 20 Hours of ASSIST system prep.

2.3: Risk Analysis

For all the Citywide Qualifying Assets, the primary or predominant failure modes associated with that specific asset, in its specific operating context, will be identified and evaluated. This Failure Mode and Effects Analysis (FMEA) will be essential in prescribing the appropriate maintenance to the assets, understanding the assets criticality, and implementing an effective asset management program. Probability of failure of an asset is directly related to its failure mode. The probability of physical breakdown and the probability of capacity reduction for a particular asset may not be similar. An important component of asset management is to identify and manage the imminent and dominant failure modes of an individual asset. From an asset management perspective, assets can fail in one of four ways:

- Physical Mortality - occurs when an asset is no longer useful due to physical failure (e.g., pipe wall collapse). Condition is a primary indicator for physical mortality failure

- Capacity - occurs when an asset, regardless of its physical condition, fails to meet the capacity required by the demands of customers, processes, or systems

- Level of Service - occurs when an asset fails to meet the service level established for that asset

- Financial Efficiency - occurs when there is a lower cost alternative replacement option to operating and maintaining an asset (i.e., high life cycle cost)

The dominant failure mode for an asset is the failure mode that results in the greatest consequence of failure. Generally, the dominant failure mode is physical mortality.

Deliverables: 4-hours Level of Service Definition Creation Workshop (Risk)

2.3.1: Probability of Failure

Asset Probability of Failure, or Likelihood of Failure, is a function of remaining service life and is correlated to the asset's physical condition and other performance considerations such as the asset's ability to meet its required demand (e.g., whether the capacity of a reach of gravity sanitary sewer can meet the hydraulic demand). GHD will use a Probability of Failure (POF) analysis, with a 1 to 5 rating, and based on remaining useful life and other factors to assign a POF score to qualifying assets. This score will represent the likelihood, or probability of the asset failing, due to its operating demands, environment, deterioration mechanisms present, predominant failure modes and condition.

Deliverables: 4-hour POF Assessment Criteria and Ratings Development Workshop 2; 4-hour POF Asset Evaluation and Scoring Workshops

2.3.2: Consequence of Failure

Consequence of Failure (COF) is often referred to as "criticality," and these terms (COF and criticality) are frequently used interchangeably. Asset COF is evaluated based on estimating the social, financial and environmental/regulatory impacts of an asset failure. These three broad categories of consequence of failure are often referred to as the Triple Bottom Line (TBL) and go beyond simply assessing the direct financial consequences of an asset's failure (e.g. cost to repair or resource impacts). Working with the City of Carson, GHD will develop a consequence of failure scoring matrix based on our experience with similar water and wastewater utilities. As no two organizations are alike, the COF scoring system will be customized for the City. GHD will incorporate any existing preferences for scoring and/or weightings of the TBL categories currently used by the City of Carson.

GHD will Assign a 1 to 5 consequence of failure (COF) ranking to all qualifying assets. This evaluation will assess the biggest consequence of failure associated with the specific failure mode identified. The collateral effects on other downstream equipment's/assets, impacts to the LOS definitions impact on ability to mitigate (lead times on spares, etc.) and be the basis of the Business Risk Exposure.

Deliverables: 4-hour COF Assessment Criteria and Ratings Development Workshop 2; 4-hour COF Asset Evaluation and Scoring Workshops

2.3.3: Business Risk Exposure Identification

GHD's Business Risk Exposure (BRE) method provides a set of rules for determining the direct and indirect consequences of the failure of an asset and helps management teams focus on high-risk assets and related issues. The figure in the

corresponding portion of the Proposal is a schematic representation of the key variables of business risk exposure with components that contribute to each variable. The term “core risk” is defined as the product of consequence of failure (COF) and the probability of failure (POF) without adjusting for risk mitigation measures that may be in place for the asset or system. The term ‘risk mitigation’ refers to those practices applied to an asset to either reduce the probability of failure (by adding “resistance” to the asset) or the consequence of failure by, for example, providing a parallel asset/process (e.g., redundancy) with the same functionality as the critical asset that can be used should the critical asset fail or be out of service. Once the core risk is calculated as a baseline measurement, risk mitigation strategies can be considered and/or developed that can reduce the level of risk. Business risk exposure is closely related to the consequences associated with the total loss or failure of the asset. It is noteworthy that critical assets may be in good condition and therefore unlikely to fail in the immediate future, but the asset remains critical to the provision of services.

Utilizing GHD’s risk and BRE analysis, GHD will prepare a Risk Analysis report to help the City understand the potential level of risks associated with citywide assets.

The objective of this process is to prepare a Risk Prioritization Plan that summarizes the various subtasks addressing POF, COF, and mitigation factors and presents the methodology for determining an asset or facility’s risk and priority for renewal. GHD’s risk prioritization methodology to assigning risk criteria for asset replacement is based on assigning assets or facilities to risk management zones. Risk management zones and recommended strategies for each zone are illustrated in the Proposal.

The risk management zone establishes the initial prioritization consideration (prioritization ‘bucket’) for asset operations & maintenance (O&M) and capital investment needs. Additional prioritization of asset interventions within individual risk management zones is accomplished by establishing priorities within zones based on asset consequence of failure and condition. The investment profile development and comparisons of scenarios with differing risk intervention triggers (for asset renewal investments) are performed with the help of a Decision Support Tool (DST). GHD has developed and used multiple tools in the past (with varying sophistication) to support the development of investment profiles.

Deliverables: Probability of Failure (POF) and Consequence of Failure (COF) scoring table for each system reviewed; Draft Risk Analysis Report; Draft Risk Prioritization Plan

Task 3: Development of Capital Replacement Budget

GHD will Develop a 5-year Capital Improvement Plan (CIP) that encompasses three planning horizons of 10, 25 and 50 years. The 5-year CIP will consist of specific project recommendations focusing initially on the highest priority assets

and facilities, with further refinement considering projects and assets already included in the current CIP.

The CIP will be focused on reduction of risk, and the most effective investments to facilitate not only the immediate and subsequent risk reductions but sustaining the assets throughout their entire life-cycle. Replacement and investment intervals will be predicated on appropriate maintenance strategies, context of use of the assets, and the most cost-effective means to preserve the assets function. The proposed CIP list of projects will be validated with City Staff compared against historical failures and issues, and verified to ensure the projects picked will be the most effective for the City's investments.

A key part in the development of the City of Carson's asset management program, is determining what the best mix of capital and O&M strategies that are financially sustainable and meet performance requirements. To effectively make these decisions, an estimated replacement value (ERV) for qualifying assets must be developed. This ERV facilitates the key activities below:

- Periodic rehabilitation schedule information – If an asset can be rehabilitated (and it is feasible to do so), the asset register identifies show many times it can be rehabilitated before it must be replaced, including what the estimated resulting condition score will be after each rehabilitation, based on that asset's assigned Asset Class. This assists in determining the timing of future investments and estimating the Maximum Potential Life (MPL) of the asset as part of the forecasted estimated investment needs modeling.

- Physical Effective Lives (PEL) - The PEL is the life of the asset through physical decay and routine maintenance without any major intervention (e.g., rehabilitation). PELs are assigned to each asset according to Asset Class.

- Estimated rehabilitation dates and estimated rehabilitation replacement costs based on the forecast modeling

- Estimated replacement dates and estimated future life cycle costs based on the forecast modeling of capital and O&M

- Asset criticality (consequence of failure) score

Information stored in the asset register will be used for analyses that result in key outputs to inform the capital and O&M investment planning process, including calculating the asset risk management zone used for capital and O&M prioritization.

The asset register will be used in the base scenario to identify potential risks, and life cycle cost (LCC) over a planning horizon. Assets in the asset register will be assigned an asset class (also known as a Management Strategy Group, or MSG) which form the basis of assigning key variables that are used in the LCC analysis and determine intervention strategies.

The investment profile development and comparisons of scenarios with differing risk intervention triggers (for asset renewal investments) are performed with the help of a Decision Support Tool (DST). GHD has developed multiple tools in the past (with varying sophistication) to support the development of investment profiles. There are also many commercially available tools that are available as DST for asset management.

The results of the investment profile of the selected strategy are then further reviewed and “bundled” into projects (e.g. sewer replacement project) or programs (valve replacement program). Prioritization is accomplished using the process described previously and through other AM decision making process using business case evaluations.

3.1: Remaining Useful Life (RUL)

Using the condition evaluations gathered, GHD will assign an estimated Remaining Useful Life (RUL) to qualifying assets.

This RUL estimation will be based on the qualifying asset’s ability to perform its desired function in its operating context, observed deterioration mechanisms and conditions that affect its function, and its current physical condition. This analysis will be fundamental to determining the Business Risk Exposure of the assets.

Understanding the imminent failure mode of an asset allows an organization to apply the appropriate strategy option to maximize the service benefit per cost spent. Each failure mode, where appropriate, has a time period associated with it. For example, an asset could have 20 years remaining before physical failure, five years before level of service failure, and 10 years before financial failure, but two years remaining before capacity failure. In this scenario, the remaining useful life of the asset would be two years, and the appropriate strategy might be to increase the capacity of the asset through redesign.

3.2: Capital Planning, Replacement Strategy

Using the Risk Analysis along with the identified level of service, remaining useful life evaluations (RUL) and Estimated Replacement Value (ERV) analysis, GHD will develop and rank the City’s needs for replacement and rehabilitation for each Asset Class over the next five years.

Deliverables: 4-hour Prioritization Criteria for Capital Replacement Development Workshop; 4-hour Capital Improvement Project Budgeting Workshop

Task 4: CMMS Software Evaluation

4.1: CMMS Selection

To leverage the City’s developed Asset Management Program, a robust and effective Computerized Maintenance Management System (CMMS) is key. This

enables the City to house its asset inventory(register), all the asset's information, its condition and risk, and effectively plan and schedule maintenance against them. It serves as the central repository for key information about the assets, the history of maintenance, replacement, refurbishment, and costs associated with the assets, and enables the City to make more informed, data driven decisions. It also enables the effective identification planning and scheduling for all needed maintenance activities, and control/improve maintenance performance. GHD is intimately familiar with all CMMS products and vendors, and will help City identify the right solutions that meet the present and future needs of the City. GHD will configure and implement the desired solution, integrating with other enterprise systems (GIS, Finance, etc.), configuring the appropriate workflows, data schema, work request and work order development, and train necessary staff. Primary considerations to be evaluated will be predicated on:

Ease of use for line staff to report their completed task.

Ease of Scheduling of assignments from Supervisors, Managers, and citizen complaints.

Comprehensive enough to provide managers and executives with understanding of labor and material expenditures to plan for future labor and financial needs.

Rugged enough to be of use for future users to intuitively understand the value of the system.

GHD will perform a review of the current CMMS systems in use by Public Works, iWorQ, to identify capabilities of the system and its ability to achieve the departmental goals for the system. GHD will also review the current data housed in the existing CMMS, its workflows and business rules, and other pertinent criteria.

GHD will take the results from the evaluations of the current CMMS (iWorQ), compare them against the needs and desired levels of service of Public Works, and identify the feasibility of the existing system. GHD will also compare iWorQ against other recommended CMMS software's that satisfy the LOS and needs requirements and provide the City with a summary report and recommendations for moving forward.

Deliverables: 4-hour Discovery and Data Review Workshop; 2, 4-hour Functional Requirements, and Needs Assessment Workshops; Written Summary Report of CMMS Recommendations, Functionality, and Vendors

4.2: CMMS implementation Strategy Planning

GHD will work with City of Carson Key Staff to develop and deploy a tailored implementation strategy for the selected CMMS/EAM system. The Strategy will focus will be on developing effective business rules and workflows that focus on

the needs of the City, are purpose driven to maximize ease of use and understanding for the end users and fit the City of Carson's asset management strategy.

GHD has developed a six-step strategy (above) to maximize the implementation process and ensure the above goals are met. This strategy is aligned with the City's Asset Management Program, strategy and goals; and is predicated on its ability to be useful in the achievement of those goals and fit into the operational culture of the various Public Works Department.

Task 5: Project Management

5.1: Kick off Meeting

GHD staff will meet with City of Carson staff to agree on Project Plan, Milestone Objectives and Meetings schedule.

5.2: Project Management, Quality Assurance and Quality Control

GHD will use best practices for project monitoring and control that are fit for purpose, with the goal of demonstrating to the City of Carson what the benefits are of adopting a consistent, systematic, professional approach to project management.

5.3: Project Management Plan

GHD's approach to project management is to execute the project efficiently and effectively through strong collaboration and communication with the City of Carson's Project Manager and the project team. The key element in staying on track with the proposed scope of work and schedule is timely communication between the project team and the City Carson, and preventing errors that can lead to cost, schedule, and quality issues.

GHD will create and use a Project Management Plan to guide the work. This Plan would typically include a clear statement of the project's purpose and goals, critical success factors, task, and deliverable schedule, and descriptions of how project quality, communications, changes, documentation, and risks will be monitored and controlled. GHD's Project Manager will continuously monitor and control the project, confirming that project requirements are met using the appropriate methods. The GHD Project Manager will work with the GHD Assistant Project Manager to oversee task execution, quality control and submittal of deliverables, document management, identify and manage risks, and track costs and progress relative to schedule.

5.4: Critical Path Method of Schedule Management

Starting with the proposed high-level schedule in this proposal, the GHD Project Manager will devise a detailed project schedule. The GHD Project Manager will identify the Critical Path, the longest sequence of dependent tasks, which must be managed with extra care to meet the City's deadline for completing the project.

5.5: Earned Value Management of Scope, Budget, and Schedule

In line with best practices, the GHD Project Manager will use Earned Value Management to monitor and compare progress on tasks with the costs expended, to check for ongoing alignment between scope, budget, and schedule. The Project Manager will begin by preparing a work breakdown structure, dividing tasks and allocating budgets into units of work to be completed on the defined project schedule. On a weekly basis, the Project Manager will assess progress in terms of task completion and schedule expended and compare it to the costs incurred to-date.

5.6: Contract Changes to Scope, Budget, and Schedule

Any potential changes identified by GHD will be recorded in a Contract Change Log and communicated to the City for discussion. Potential changes to scope will be evaluated for impacts on budget and schedule; changes to budget will be evaluated for impacts on scope and schedule; and changes to schedule will be evaluated for impacts to scope and budget. Results of the discussion between GHD and the City of potential changes will be tracked on the log and the City's procedures for executing change orders will be followed for those changes approved by the city.

5.7: Quality Management

GHD operates under a Practice Quality Management System, ISO 9001:2015 and is certified by Lloyds Register of Quality Assurance. GHD's adherence system focuses on ensuring the right personnel, with the right skill and authorities are in place to manage and execute projects. It also verifies that work products and approach are peer reviewed and aligned with the project goals and contract requirements, with the proper standard of care applied at all project levels. The core of GHD's quality management focuses on the pillars of QA/QC management-Traceability, Accountability, Competency, Consistency and Continuous Improvement.

Quality control is paramount to the success of this project. GHD will achieve quality control through proper monitoring, measurement, and accountability. As part of GHD's Project Management effort GHD works to ensure the right oversight, verification and validation occurs. Verification is a step where one confirms that the problem or question was solved correctly, in a repeatable and traceable manner. Validation is the process of confirming that the right question or problem is asked and identified which, especially for this type of project, requires a holistic and diverse perspective, from those with experience in Asset Management and Risk Based Prioritization of Capital Projects.

5.8: Risk Management

As part of GHD's approach, a project risk register is created and maintained by the GHD Project Manager. The risk register will generally include both project-based

risks and opportunities that may impact overall project success. The project risk and opportunities will be shared with the City's Project Manager on a regular basis. While the overall project risk management accountability resides with the GHD Project Manager, every participant of the project including the client, shares the responsibility to identify, assess, and manage risk.

5.9: Communications Management

Effective communication is critical to the success of any project. There will be multiple forms of communication used over the course of this Project, including written documents and deliverables, interviews, workshops, meetings, emails, web conferences, and phone calls. The Project Management Plan includes coverage of communications, including preferred methods, lines of communications, and frequency. The role of Project Coordinator includes facilitating communication and document management.

The GHD team will work with the City of Carson to develop a communication and meeting plan that will support the delivery of the program. As requested, GHD will provide the city with agendas for each engagement at least 24-hours prior to meeting or workshop. These agendas, and resulting meeting minutes, will be stored on the program's SharePoint site. Through GHD's experience in managing similar programs, GHD believes open and regular communication is critical for success. The following meetings and workshops are assumed as part of the program, but other meetings and workshops may be required to effectively deliver the program for the City. These additional meetings will be discussed and scheduled on an as needed basis with the required stakeholders. The currently proposed meetings are:

Deliverables: 4-hour In Person Program Kickoff; 1-hour Virtual Bi-weekly Progress Meetings; Project Management Plan

Task 6: Development of Strategic Asset Management Plan

GHD's development of the City of Carson's Strategic Asset Management Plan includes multiple tasks related to refinement of the City's current asset management practices, and the integration of GHD's best practices. GHD proposes developing an overarching Strategic Asset Management Plan, aligning the City's Mission, Values and Goals, and Level of Service Goals (LOS), to drive and support development and implementation of the individual Asset Management Program pieces. These Asset Management Plans will incorporate an asset register, condition assessment, risk analysis, life-cycle analysis, and capital investment/major repair and replacement strategy (schedule and costing) for each of the following areas:

- Roadway
- Parks
- Buildings/Facilities

- Right-of-Way Assets
- As Needed/identified by the City

6.1: Levels of Service and Key Performance Indicators

6.1.1: LOS and KPI Development

Possibly the most important function of a successful AMP, is the clear identification of the desired Level of Service (LOS). GHD, with key City of Carson Staff will develop and define LOS and KPIs, for whole of business and for the five specific service areas. These LOS statements will focus resources where they have the most impact of achieving the desired goals, and guide decision making to the most effective stat KPIs will be developed to be effective in monitoring performance health and progress towards the identified LOS goals. They will be specific effective and provide value to City of Carson staff in evaluating and making decisions about its asset management program.

6.1.2: LOS and KPI Monitoring and Reporting Procedures

Once the LOS and KPI metrics are established, GHD will initiate and document monitoring and reporting procedures. These procedures will ensure visibility to the necessary stakeholders, and clearly present the needed information to make better informed decisions. As part of these monitoring and reporting procedures, an initial evaluation of the current state will provide an understanding of the funding gaps and resources needed to fulfill leach LOS & KPI for the next 10 years. This report shall identify (at a minimum) funding needed to hire additional employees (if applicable), new equipment's, changes to operations, and any modification required in the CMMS system (or other software) to achieve the LOS & KPI goals.

Deliverables: 4-hour In Person LOS and KPI Workshop

6.2: Prioritized Capital Improvement Plan Project List and Report

Using the outputs and analysis from the previous tasks, GHD will identify the list of short-term project needs (1-5 years) by applying the core risk and risk management zone approach described above. Identification of well capital needs will be supplemented by the analysis and results from all tasks will be documented in a report that will include risk management guidelines, procedures, condition assessment protocols, and criticality assessment methodology.

Deliverables: Draft CIP list and Budget Report; Final CIP and Budget Report

6.3: Recurring Asset Management Activities

GHD will coordinate with the City of Carson staff to understand and document current asset management and maintenance activities for qualifying assets. These activities will be documented in the respective AMP's, and include processes for

recurring maintenance and inspection activities, data collection and history, and repair/replacement strategies and planning for qualifying assets. Detail will be included for how the decisions are made, and what the involvement of key City of Carson and Contractor staff fare required.

Deliverables: 4-hour In Person Recurring Asset Management Activities Workshop

6.4: Strategic Asset Management Plan Finalization

GHD's final SAMP will satisfy the following goals:

- Understanding of the current state of the City's infrastructure and its future needs.

- Provide asset management and asset life-cycle profiles to influence decisions intended to optimize reinvestment and stewardship of city infrastructure to meet service expectations.

- Utilize CMMS and geographic information systems (GIS) technology to proactively identify the asset replacement and rehabilitation needs and plan the budget and resources, accordingly, incorporating all aspects of the Asset Management Plan.

- Understand the probability and consequence of failure of each asset class so that the City can manage high risk assets before failure and minimize the City's overall risk profile

- Minimize the life-cycle cost by incorporating the latest technological advances in infrastructure to develop efficient and effective preservation and restoration strategies as well as monitoring strategies.

- Develop a consistent and defensible methodology for prioritizing work and budget expenditures by directly linking strategic asset management to strategic financial planning.

- Focus on high benefit-to-cost ratio to ensure the budget is spent in the right place, for the right reason, at the right time, at the right cost.

- Create transparency through easily understood visualizations and information to ensure an alignment of asset management procedures and needs.

- CIP Projection: 5-year CIP project list with schedule and funding based on the Business Risk Exposure

Deliverables: Draft Strategic Asset Management Plan; 4-hour Draft Review Workshop; Final Strategic Asset Management Plan; 2-hour In Person SAMP Presentation

Task 7: Strategic Asset Management Plan Implementation

7.1: Business Initiative Improvement Recommendations

Through the course of project execution and staff interviews, workshops, and discussion, business process initiative improvements may be discovered that do not specifically fall under any of the Tasks 1-6. These should be captured and documented and reviewed by the City and GHD prior to implementation of the SAMP. A strategy to improve these items should be developed before SAMP implementation to ensure the greatest effect and impact of the Asset Management Program.

7.2: Business Risk Asset Management

GHD will develop an action plan and schedule for the maintenance of each qualifying assets based on the risk(s) identified in our BRE evaluation. This will be a deployable Maintenance plan and schedule, focused on the activities that best prevent, or mitigate the functional failures identified. Based on the qualifying assets rankings, they will be placed into four main categories of action. Progressive in nature, from a normal preventative maintenance intervention and schedule and tasks to immediate replacement or repair because of imminent failure. This will be clearly delineated and set up to sort and track assets from one category to the next, as they effectively change.

Deliverables: Strategically developed plan for improvements to business process initiatives (miscellaneous); maintenance plan and schedule

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A. As specified in Section I above.
- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
 - A. As requested by the Contract Officer.
- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Simon Kaye, Project Director
 - B. Meha Bola, QA/QC

- C.** Jeffrey Berk, Client Affairs Manager
- D.** Ryan Johnson, Project Manager
- E.** Jennifer Dustin, Assistant Project Manager
- F.** Hector Ruiz, Asset Management Delivery
- G.** Brad Wakelin, Roadway Management Lead
- H.** Ryan Stotz, EAM/CMMS Lead
- I.** Amber Shows, Digital Data Acquisition Lead
- J.** Westberg and White, Subconsultant
- K.** Technical Subject Matter Experts, Electrical, HVAC, Roadway, Structural
- L.** Field Support, Additional GHD and Westberg and White Staff as needed

EXHIBIT “B”
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(added text is shown in *bold italics*; deleted text is shown in ~~strike through font~~)

I. Section 3.4 (Term) is hereby amended to read in its entirety as follows:

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~two one~~ (2+) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

II. Section 4.5 (Prohibition Against Subcontracting or Assignment) is hereby amended to read in its entirety as follows:

“4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, *except as expressly provided in the Proposal*, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.”

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Labor	Sharon Kaye	Maha Dols	Jeffrey Clark	Ryan Johnson	Jennifer Dustin	Ryan Stotz	Arber Shomo	Brad Wakelin	Hector Ruiz	AD	CK	HH	ET	Total Hours	Lab or Total
	PD	QA/QC	CAM	PM	ARM	TL	TL	TL	AM	Support	Support	Support	Support		
	\$255	\$236	\$255	\$225	\$169	\$177	\$164	\$164	\$225	\$169	\$164	\$164	\$117		
Task 1: Asset Categorization		5		49	69	72	88	15	18	199	176	259	229	1236	\$179,515
Task 2: Risk Prioritization Plan	2.5	18		82	29.5	52	28	72	14	147	147	259	279	1896	\$162,511
Task 3: Development of Capital Replacement Budget		5		16	20	24		16	18	49	48			171	\$26,719
Task 4: CMMS Software Evaluation				3	8	32								43	\$3,675
Task 5: Project Management	14.5	28.5	9	127	176	24	24		6					397	\$74,179
Task 6: Development of Strategic Asset Management Plan	5	17	2	78	79	77	31	45	17	55	56			449	\$79,867
Task 7: Strategic Asset Management Plan Implementation		79		21.6	192	25.6	4	69		164	129			1126	\$151,434
Total Labor Hours	28	189.8	11	899	961.8	837	193	211	87	997	839	999	689		
Estimated Project Total	\$8,687	\$82,066	\$2,885	\$14,421	\$73,938	\$99,290	\$31,652	\$34,684	\$13,481	\$13,799	\$97,511	\$82,908	\$69,968	4933	\$719,890

Subconsultants	Westberg and White					Sub Markup	Total Subs
	Support Staff	Owner	Senior Designer	Per Diem			
	\$188	\$285	\$135	\$188			
Task 1: Asset Categorization	188	2		19	\$2,175		\$24,348
Task 2: Risk Prioritization Plan	255		56	25	\$5,294		\$41,354
Task 3: Development of Capital Replacement Budget	42		92		\$1,278		\$6,799
Task 4: CMMS Software Evaluation							
Task 5: Project Management	16	12			\$652		\$5,221
Task 6: Development of Strategic Asset Management Plan	24	5			\$544		\$4,197
Task 7: Strategic Asset Management Plan Implementation							
Total Labor Hours	324	19	96	45	689		
Estimated Project Total	\$82,068	\$4,089	\$11,889	\$4,478	\$11,872	\$14,982	

Expenses							Total Expenses	Task Total
Hotel	Rental Car/Night	Airfare	Submeter GPS	Mobile LIDAR	Per Diem			
\$5,808	\$758	\$1,288	\$1,858	\$3,888	\$1,288		\$17,288	\$217,054
\$5,808	\$625	\$588	\$1,858	\$3,888	\$908		\$17,175	\$221,848
								\$16,517
								\$3,675
\$1,888	\$125	\$2,288			\$908		\$3,625	\$31,225
\$2,288	\$455	\$2,588			\$1,358		\$6,489	\$16,723
\$2,488	\$1,508	\$4,288			\$1,288		\$9,108	\$298,724
Total Labor Hours	324	19	96	45	689			
Estimated Project Total	\$10,488	\$3,418	\$18,988	\$2,188	\$16,988	\$9,188	\$33,918	\$853,968

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

NOT APPLICABLE

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B.** Line items for all materials and equipment properly charged to the Services.

- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. **The total compensation for the Services shall not exceed \$853,968 as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule:

All Services and deliverables must be provided to City in accordance with the Proposed Schedule set out in the Proposal, and in no event later than expiration of the Agreement Term.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

See Exhibit A.I of Agreement which shall be delivered to City prior to expiration of the Agreement Term.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.