

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Stantec Consulting Services, Inc., a New York Corporation, whose address of record is 2250 Douglas Blvd Suite 260, Roseville, California 95661, (hereinafter referred to as "Consultant").

WHEREAS, City is undertaking a project to design seismic upgrades to its wastewater treatment facility; and,

WHEREAS, Consultant represents that it possesses the professional skills to provide engineering design and grant application services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the engineering design and grant application services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence upon the day first above written and end on June 30, 2025.

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Seventy Two Thousand Five Hundred Dollars (\$72,500.)

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. **INDEPENDENT CONTRACTOR.** It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY.

A. Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

B. Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000)

per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Consultant agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Consultant from the Department of Industrial Relations. These wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

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 agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. **WAIVER.** In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of

similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

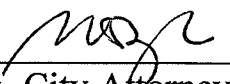
BY: _____
City Manager

ATTEST:

STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  6-14-2017
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
STANTEC CONSULTING SERVICES,
INC. a New York Corporation

DocuSigned by:
BY: Steven Beck
7D0B60F44C7445C...
(Signature)

Steven Beck

(Typed Name)

Its: Senior Principal
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 68-0309852

ADDRESS: 2250 Douglas Blvd, Suite
260
Roseville, CA 95661

TELEPHONE: (916) 826-3665
FAX: (916) 773-8448
E-MAIL: steven.beck@stantec.com



Stantec Consulting Services Inc.
2250 Douglas Blvd Suite 260, Roseville, CA 95661

May 25, 2023

Attention: Ken Elwin
Public Works Director
City of Merced
1776 Grogan Ave, Merced, CA 95341

Dear Ken,

Reference: CalOES HMGP Grant Application Proposal

We appreciate the opportunity to submit this scope of services to support the City of Merced's current efforts to secure funding to improve the seismic resilience of its Wastewater Treatment Facility through its Aeration Basin and Blower Building Seismic Mitigation Project (Project). Stantec has an extensive history of supporting numerous local and State governments in developing and implementing FEMA Hazard Mitigation Assistance programs, including the disaster-based funding available through the Hazard Mitigation Grant Program (HMGP).

Through Stantec's existing Phase VI Improvements Engineering and SRF funding support contract, Stantec supported the development of an HMGP Notice of Intent (NOI) which was submitted to the California Office of Emergency Services (CalOES) on May 5, 2023 – five days before the deadline of May 10, 2023. A result of the timely submittal and multiple pre-submittal scoping meetings with CalOES, the City was invited to apply for a full HMGP application on May 9, 2023.

The below proposed scope of work outlines the necessary activities to complete the HMGP application and Prepare California 25% match request, which together could fund 100% of Project costs for the Project – a total potential grant of roughly \$30 Million or more.

PROPOSED SCOPE OF WORK

TASK 300.200. HMGP APPLICATION DEVELOPMENT

Stantec will support the HMGP subapplication¹ development and submittal within the CalOES portal on or before the due date of August 4, 2023.

Application preparation. Application development support includes project team meetings, an application schedule, drafting and revision of narrative components, maps, Flood Insurance Rate Map (FIRMette), importing results from the benefit-cost analysis (BCA, see more information below), and converting Project information into standard FEMA formats for schedules, tables, and costs.

¹ Note on terminology: FEMA provides HGMP funds through CalOES, which makes California the HMGP "applicant" and the City of Merced the HMGP "subapplicant". For consistency with common terminology, "application" is used throughout this letter proposal but refers to the "subapplication" that would be submitted to CalOES on August 4th, 2023.

May 25, 2023

Ken Elwin

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Reference: CalOES HMGP Grant Application Proposal

Considering the availability of CalOES staff in conducting pre-application scoping meetings and providing feedback prior to application submittal, Stantec will coordinate and participate in at least two (2) meetings with CalOES and Hagerty Consulting to discuss the Project application, BCA results, and any other items as needed.

For application preparation, is assumed that the City of Merced will:

- Organize the Responsible Representative signature on required forms, including securing board approval for any actions as required by City policy.
- Respond to requests for additional information and participate in review meetings.
- Review draft and final applications and circulate for any required review as determined by the City.
- Add Stantec as a contributor to CalOES HMGP application portal to allow application edits and document upload.

Benefit Cost Analysis Development. The proposed work would conduct a FEMA benefit-cost analysis (BCA) on the current Project. Upon receipt of requested data and notice to proceed (NTP), Stantec team will conduct an initial processing of the data sent by the City of Merced. Stantec will propose key assumptions for the BCA and develop assumptions. After assumptions are agreed upon, Stantec will begin analyzing the data. A full BCA run according to FEMA seismic BCA guidelines will be produced and shared with the City of Merced team for review and discussion. Alternatives will be identified and discussed. A technical memorandum and an export of the FEMA BCA toolkit 6.0 will be delivered to the City of Merced team. Deliverables will be in a format that is directly attached to the HMGP application, including supporting documentation.

Engineering Design Review for FEMA Compliance. Stantec's FEMA advisors will review current Project designs (estimated to be 100% complete by August 2023) and advise on any changes required to meet FEMA eligibility requirements and compliance requirements.

Prepare California Social Vulnerability Mapping. The Project may be both eligible and competitive for the Prepare California 25% match offered by CalOES. Stantec will prepare the required Social Vulnerability maps and calculations to be submitted alongside the application, as is required to request Prepare California matching funds. This estimate assumes a GIS service area boundary map is made available to the Stantec team.

This effort is expected to take 4-6 weeks from notice to proceed (NTP) to allow time for troubleshooting location nuances, developing assumptions, running the analysis, and presenting results. This timeline assumes data is provided by the City of Merced within a week of NTP and limited back and forth. This timeframe and level of effort does not include significant BCA reruns or alternatives analysis.

Estimated Hours to Deliver Task 1: 166 hours

Estimated Cost to Deliver Task 1: \$35,691

May 25, 2023

Ken Elwin

Page 3 of 3

Reference: CalOES HMGP Grant Application Proposal

TASK 300.300. PRE-APPLICATION SUPPORT

Under its existing contract, Stantec supported the development and submittal of the HMGP NOI to CalOES on May 5, 2023. This task includes the level for the HMGP NOI submittal, site investigation by the structural engineer, and Seismic Evaluation Reports for the Aeration Basins and Blower Building (which is required for pursuing any hazard mitigation grant funds).

Time and Materials to Deliver Task 2: 30 hours

Cost to Deliver Time and Materials for Task 2: \$9,765.32

Seismic Evaluation of Aeration Basins & Blower Building (Capstone Engineering) under Task 2: \$21,930

Total Cost to Deliver Task 2: \$31,725.32

TASK 300.400. POST-APPLICATION SUPPORT

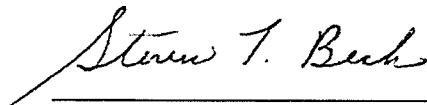
During CalOES and FEMA review of the Project application, the City will be required to respond to Requests for Information (RFIs) in a timely manner. These RFIs may be received any time from August 5th, 2023 through the FEMA review process which may go into late 2024. This Task provides some contract capacity to allow Stantec to assist the City of Merced with responses to FEMA or CalOES RFIs and/or negotiations required during the review/approval process. Additional contract capacity could be added pending the level of detail of RFIs received. This advisory support will assist the City in obtaining CalOES and FEMA approval.

Estimated Hours to Deliver Task 3: 23 hours

Estimated Cost to Deliver Task 3: \$5,083.68

Regards,

Stantec Consulting Services Inc.



Steven L. Beck, P.E.
Senior Principal
Phone: (916) 826-3665
steven.beck@stantec.com

Attachment: Fee Estimate Work Breakdown Structure
c. C.C.

FEE ESTIMATE - Aeration Basin Seismic Resilience HMGP

Client Services & Design Manager		PM and Application Lead		Senior FEMA Technical Lead		Benefit Cost Analyst Specialist		Benefit Cost Analyst Analyst		Application support and GIS		Administrative support		OAOC		Technical Editor		Operations Structural Engineering	
Name	Back Steven	Peggy, Kim	Martin, Andrew	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James	White, James
Project Billing Rate	\$276	\$211	\$250	\$200	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178	\$178
Total Units (T&M)	\$1,040	\$7,702	\$10,265	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800	\$5,800
Exclusion (T&M)	\$10	\$13	\$15	\$12	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11
Total Fee (T&M)	\$11,050	\$7,714	\$10,265	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812	\$5,812

Task Code	Task Name	Start Date	End Date	Units	Task Type	Hours	Labour	Expense	Subs	Total
300.200	HMGP Application Development	2023-06-01	2023-06-07	2.00	Time & Material	166	\$35,691	\$0	\$0	\$35,691
300.201	Project Kick off and Data review	2023-06-01	2023-06-07	2.00	Time & Material	11	\$2,535	\$0	\$0	\$2,535
300.202	Application Preparation	2023-06-01	2023-06-07	10.00	Time & Material	38	\$8,210	\$0	\$0	\$8,210
300.203	Benefit-Cost Analysis Development	2023-06-01	2023-06-07	16.00	Time & Material	44	\$9,154	\$0	\$0	\$9,154
300.204	Engineering Design Review for FEMA Compliance	2023-06-01	2023-06-07	8.00	Time & Material	10	\$2,162	\$0	\$0	\$2,162
300.205	Prepare CA Social Vulnerability Mapping	2023-06-01	2023-06-07	2.00	Time & Material	12	\$2,422	\$0	\$0	\$2,422
300.206	Project Management and Reviews	2023-06-01	2023-06-07	15.00	Time & Material	51	\$11,788	\$0	\$0	\$11,788
300.300	Pre-Application Support	2023-04-01	2023-04-04	4.00	Time & Material	30	\$7,515	\$88	\$24,123	\$31,725
300.301	Notice of Intent Support	2023-04-01	2023-06-01	6.50	Time & Material	14	\$3,311	\$0	\$0	\$3,311
300.302	Seismic Evaluation Site Inspection and Reports	2023-04-01	2023-06-04	14.00	Time & Material	16	\$4,204	\$88	\$24,123	\$28,415
300.400	Post-Submittal Support	2023-08-08	2024-03-01	3.00	Time & Material	23	\$5,084	\$0	\$0	\$5,084
300.401	Request For Information Response Development	2023-08-08	2024-03-01	3.00	Time & Material	23	\$5,084	\$0	\$0	\$5,084

Project Summary		Hours	Labour	Expense	Subs	Total
Fixed Fee		0	\$0	\$0	\$0	\$0
Time & Material		218	\$45,269	\$88	\$24,123	\$72,500
Total		218	\$45,269	\$88	\$24,123	\$72,500

Certificate Of Completion

Envelope Id: FD343ACA461D4E9389C1AAB3FF754F44

Status: Completed

Subject: Agreement for WWTP Seismic Upgrade Design

Tyler Contract Number:

Source Envelope:

Document Pages: 14

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Jamie Cruz

AutoNav: Enabled

678 W 18th Street

Enveloped Stamping: Enabled

Merced, CA 95340

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

cruzj@cityofmerced.org

IP Address: 104.129.192.197

Record Tracking

Status: Original

Holder: Jamie Cruz

Location: DocuSign

6/14/2023 3:19:24 PM

cruzj@cityofmerced.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Merced

Location: DocuSign

Signer Events

Steven Beck

steven.beck@stantec.com

Senior Principal

Security Level: Email, Account Authentication
(Optional)**Signature**

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 4.30.56.134

Timestamp

Sent: 6/14/2023 3:23:34 PM

Viewed: 6/14/2023 3:24:58 PM

Signed: 6/14/2023 3:26:03 PM

Electronic Record and Signature Disclosure:

Accepted: 6/14/2023 3:24:58 PM

ID: dadda6e5-2474-4df7-91dd-11f91b79b81d

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/14/2023 3:23:34 PM

Certified Delivered

Security Checked

6/14/2023 3:24:58 PM

Signing Complete

Security Checked

6/14/2023 3:26:03 PM

Completed

Security Checked

6/14/2023 3:26:03 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Merced (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Merced:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: cityclerk@cityofmerced.org

To advise City of Merced of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at cityclerk@cityofmerced.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Merced

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Merced

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to cityclerk@cityofmerced.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Merced as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Merced during the course of your relationship with City of Merced.