

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated August 20, 2016 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Anderson Penna Partners, Inc., a California Corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1071-16 on May 12, 2016, seeking proposals for the provision of project management services for the Roundhouse Aquarium project.

B. Contractor submitted a proposal dated July 15, 2016 in response to the RFP.

C. City desires to utilize the services of Contractor as an independent contractor to provide project management services from design through construction completion for the Roundhouse Aquarium project.

D. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

E. City desires to retain Contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be Dino D'Emilia, Vice President of Construction Services (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. **Term of Agreement.** The term of this Agreement shall be from the Effective Date through December 31, 2018, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. **Compensation.** As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of \$ 145,898 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as Exhibit B.

A. The City Manager shall have authority to increase the Maximum Compensation by up to 10%; any further increase requires City Council approval.

B. Expenses. The amount set forth in paragraph 3.A. above shall include reimbursement for all actual and necessary expenditures reasonably incurred in the performance of this Agreement.

C. Additional Services. City shall not allow any claims for additional Services performed by Contractor, unless the City Council or City Representative, if applicable, and the Contractor Representative authorize the additional Services in writing prior to Contractor's performance of the additional Services or incurrence of additional expenses. Any additional Services or expenses authorized by the City Council or City Representative shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional Services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Contractor shall submit to City an invoice, on a monthly basis for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the maximum compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to City for review and audit by City.

5. Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, 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 thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent

Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Contractor as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section 6 shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section 7 into any subcontract that Contractor executes in connection with the performance of this Agreement.

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or

willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph B.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual,

alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Contractor's obligations under this Section 8, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in this Section 8 shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

10. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 9.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 9 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 9.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Section 9 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 9 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 9 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 9 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 9, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 9. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 9.

11. Mutual Cooperation.

A. City's Cooperation. City shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against City relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that City requires.

12. Records and Inspections. Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

13. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation.

14. Force Majeure. Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other

casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

15. Default.

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. If the City Manager or his delegate determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

16. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Karen Domerchie
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5321
Email: kdomerchie@citymb.info

If to Contractor:
Anderson Penna Partners, Inc.
Attn: Dino D'Emilia
1225 W. 190th Street, Suite 255
Gardena, CA 90248
Telephone: (310) 359-1203
Email: DDemilia@andpen.com

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (310) 802-5061
Email: qbarrow@citymb.info

17. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual

orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

18. Prohibition of Assignment and Delegation. Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section 17 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section 17, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

19. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

20. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

21. Final Payment Acceptance Constitutes Release. The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Contractor, its employees, sub-contractors and agents.

22. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's

review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

23. Non-Appropriation of Funds. Payments to be made to Contractor by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, the Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

24. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

25. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

26. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

27. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

28. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

29. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

30. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a municipal, superior or federal court with geographic jurisdiction over the City of Manhattan Beach.

31. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, experts' fees, and other costs, in addition to all other relief to which that Party may be entitled.

32. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

33. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

34. Corporate Authority. The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement on behalf of the Parties and that by their execution, the Parties are formally bound to the provision of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____
Name: Bruce Moe
Title: Finance Director

Contractor:

Anderson Penna Partners, Inc.,
a California Corporation

By:  _____
Name: Dino D'Emilia
Title: Vice President, Construction Services

By: _____
Name: _____
Title: _____

EXHIBIT A SCOPE OF SERVICES

Anderson Penna Partners, Inc. will be responsible for full coordination between the project team, which includes the Foundation, Aquarium, City staff and professional consultants/contractors, yet to be hired. Also refer to attached scope of services proposal prepared by Anderson Penna Partners, Inc. The scope of work, in general, consists of the following:

- a) Chair all coordination meetings.
- b) Attend Aquarium board meetings, as directed by the City
- c) Assist with the selection of the professional team as-directed through a Request for Proposal (RFP) or Request for Bid (RFB) process for:
 - Architect, Engineer, Aquarium Design Consultant, Hazardous Materials Abatement, CEQA/Permitting, and Construction Management & Inspection.
 - Preparation of the RFP/RFB, evaluation, interview, and preparation/review of contracts.
 - Assist with execution of consultant contracts.
 - Ensure that the consultants, contractor, and their subcontractors are properly insured and bonded.
 - Review and recommend payment of consultant and contractor invoices.
- d) Prepare an overall program schedule, and a detailed construction project schedule.
- e) Track milestones and assertively suggest corrective actions in order to stay on schedule.
- f) Track project budget in conformance with approved Cooperative Agreement among stakeholders.
- g) Ensure a reasonable, realistic, budget is developed and maintained. Make sure that the budget is maintained without compromising the quality or integrity of the project. Make sure all fees, profit, overhead, contingencies, etc. are in line with industry standards.
- h) Change order management: review - comment and assist the stakeholders in managing any change orders or potential change orders for the project.
- i) Assist in coordinating the temporary relocation/necessities for the Aquarium sea life, staff and teaching classes while construction is occurring.
- j) Review plans and specifications for quality; safety; building code compliance; fire code compliance; future operation costs; and budget.
- k) Ensure all federal, state, and local requirements are satisfied.
- l) Assist with obtaining outside agency approvals for the project, including but not limited to, the State of California and the State Coastal Commission.

- m) Ensure all permits are procured and the applicant is in compliance with all local fire district requirements.
- n) Propose, develop and implement Project quality assurance plan (e.g., testing and inspection program, etc.).
- o) Assist with resolving disputes or claims that may occur.
- p) Ensure all materials used are approved by aquarium staff as environmentally appropriate.
- q) Review progress billings and when necessary negotiate revisions.
 - Assist with obtaining Certificate of Occupancy.
- r) Assist Aquarium staff with move back into the Roundhouse Aquarium building once construction is complete.
- s) Assure contractors provide the necessary operational training for the new equipment.



5. Overview and Approach

Project Understanding

The project background as adapted from the RFP is included below (**blue bold**). APP's understanding and familiarity with similar projects is included in regular font below.

The Proposal

The City is soliciting proposals from professional consulting firms to provide project management services for the Roundhouse Marine Studies Lab and Aquarium project (Project). The Project includes the reconstruction of the interior of the existing Roundhouse located at the end of the Manhattan Beach Pier to accommodate a new state-of-the-art aquarium. The Project is being funded primarily by the Foundation in partnership with the City of Manhattan Beach and the Aquarium, who currently operates the existing aquarium. A Cooperative Agreement between these parties is in draft stage and is expected to be approved before the Project Manager agreement via this RFP is approved.

Harrison Greenberg Foundation

The proposed aquarium renovation project is expected to be primarily funded by the Foundation. The Foundation has committed \$1.25 million towards the project and will undertake additional fundraising efforts to meet the estimated total project cost range between \$1.6M and \$2.5M.

The Foundation led by Mr. Michael Greenberg has proposed to make a major investment to fully renovate the existing aquarium located at the Roundhouse at the end of the pier. Mr. Greenberg is proposing to undertake this effort to honor the memory of his late son, Harrison Greenberg, who had a deep love for the ocean, marine life, and the City of Manhattan Beach.

Roundhouse Marine Studies Lab and Aquarium

The Roundhouse Marine Studies Lab and Aquarium is a 501 (c) (3) non-profit corporation with the mission of educating about the ocean, the sea life therein, and the environment. It is overseen by an independent board, Oceanographic Teaching Stations, Inc. Its main activity is providing classes to over 15,000 school children a year. Therefore, it must be designed to hold up to 90 students at any one time. The facility is also open to the public in the late afternoon and on the weekends, receiving almost 300,000 visits a year. It is a tenant in a building owned by the State of California that has a service agreement with the City of Manhattan Beach. The building it occupies is considered the icon for Manhattan Beach.





APP has a thorough and intimate understanding of the importance of the Roundhouse Aquarium to the community in the City of Manhattan Beach, and the critical role the facility plays in the educating people about Southern California Beaches and their ecology and marine life.

As detailed throughout the proposal, the APP team is comprised of professionals with extensive experience with the successful delivery of high profile public projects, including many projects in the Southern California Coastal Zone.

The City anticipates starting construction of the improvements in the Fall of 2017. APP estimates the following durations for the various phases of the project:

Phase	Duration (Working Weeks)	Estimated Start	Estimated Completion
Develop Programmatic Requirements	4 weeks	September 1, 2016	September 30, 2016
Design Consultant Selection Process	8 weeks	October 3, 2016	December 2, 2016
Preliminary Design, Entitlements, Construction Documents	16 weeks	December 5, 2016	March 24, 2017
Construction Management and Inspection Selection Process	6 Weeks	February 27, 2017	April 7, 2017
Prequalification, Bid, Award and Construction Contract Execution	16 weeks	April 10, 2017	August 1, 2017
Construction and Commissioning, including Temporary Facilities	20 weeks	September 4, 2017	January 19, 2018
Commissioning, Move-in, Closeout	8 weeks	January 22, 2018	March 16, 2018

Approach to Implementing the Scope of Services

APP accepts the Scope of Services and related deliverables included in the RFP, included below in **blue bold**. APP's approach and additional detail to the Scope of Services is also further detailed below.

APP's general approach to providing professional services is based on the following:

- Providing Exceptionally Qualified Personnel
- Operating Efficiently and with Flexibility
- Establishing QA/QC Programs beneficial to all Stakeholders
- Delivering projects as a trusted partner

The APP PM team firmly believes that the key to a successful project is more than just performing tasks outlined in a scope of work. Any competent team can follow a set of written guidelines. The key to a successful project is performing each task with a realistic and clear understanding of what the real intent of the project is and constructing the final product with a "win-win" attitude.

Management of public capital improvement projects requires a proactive approach with talented staff. APP owes the successful completion of hundreds of client projects to our ability to find and maintain excellent professional staff, and our



dedication to organization, documentation and the proactive management of the entitlement, design and construction processes. Our keen understanding of, and experience with the public process – and in particular the City of Manhattan Beach’s processes – and with public project construction contract and professional services agreement administration, also results in a smoother project experience. Our team’s experience and our proactive approach enable APP to stay ahead of, and expedite progress of all stakeholders and project team members on the project, keeping the project on track for successful completion, on time and within budget.

The professional consulting firm selected for this project will be responsible for full coordination between the project team, which includes the Foundation, Aquarium, City staff and professional consultants/contractors, yet to be hired. The scope of work, in general, consists of the following:

- a) Chair all coordination meetings.
- b) Attend Aquarium board meetings, as directed by the City

Before the project can move forward, consensus regarding the project’s overall programmatic requirements needs to be confirmed with the project stakeholders, then clearly documented in a project guidelines and programmatic requirements document. APP has extensive experience coordinating pre-conceptual programmatic requirements for many high profile, complex public projects. Our team is well versed and comfortable strategizing goals and efficiently planning and implementing coordination meetings and project collaboration sessions. Additionally, our team is experienced and well versed at representing project interest at stakeholder board meetings. APP currently provides nearly identical services for the City of Long Beach on the Belmont Pool, Beach Pedestrian Path, Seaside Way Pedestrian Bridge Projects, as well as for the Girl Scouts of Orange County Leadership Center Projects. All of these projects have multiple stakeholder groups involving private boards.

- c) Assist with the selection of the professional team as-directed through a Request for Proposal (RFP) or Request for Bid (RFB) process for:
 - Architect, Engineer, Aquarium Design Consultant, Hazardous Materials Abatement, CEQA/Permitting, and Construction Management and Inspection.
 - Preparation of the RFP/RFB, evaluation, interview, and preparation/review of contracts.
 - Assist with execution of consultant contracts.
 - Ensure that the consultants, contractor, and their subcontractors are properly insured and bonded.
 - Review and recommend payment of consultant and contractor invoices.

Our manager will prepare the scope of services for RFPs and other sections of the RFPs using the City’s format. During the course of this project it is anticipated that the City will require the following two RFP’s:

- Design (architectural and aquarium)
- Construction Management, general and deputy inspection and materials testing.

(Note that it is assumed that no hazardous removals will be required considering the building was re-built in the 80’s. Accordingly, no RFP for these services are currently anticipated or included in the fee).

APP’s project manager will provide a schedule including RFP preparation, submittal and review times, shortlist determination, notifications, interviews, selections, contract execution and award durations. In addition, she will keep in constant communication with the review and interview teams to ensure the selection process is kept on schedule. For iconic architectural projects it will be imperative that a qualifications based selection process be utilized in order to attract the best qualified firms to propose.

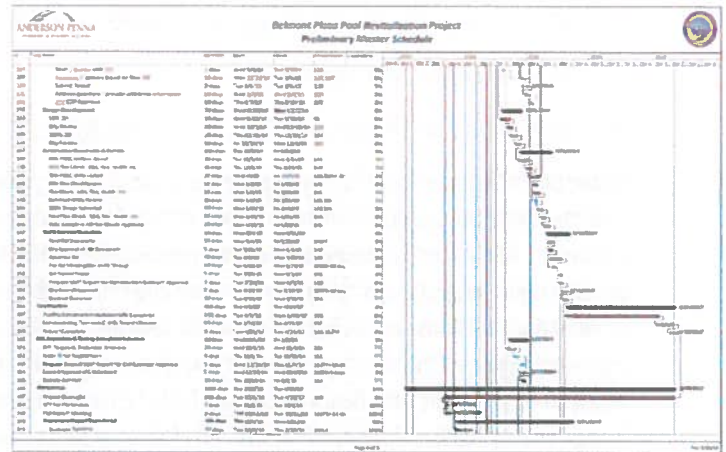


Professional Project Management Services for the City of Manhattan Beach, Roundhouse Marine Studies and Aquarium

The APP has extensive experience developing the detailed content required for professional services RFPs as well as evaluation criteria and processes that result in a smooth and defensible evaluation and selection process. APP has implemented this process for many Southern California Cities and several of the projects listed in the project experience and team resumes. APP also has established procedures and systems used to effectively manage professional services contracts to keep project budgets and schedules on track and within established constraints.

- d) Prepare an overall program schedule, and a detailed construction project schedule.
- e) Track milestones and assertively suggest corrective actions in order to stay on schedule.

APP regularly prepares and maintains program and project schedules in house. In fact APP provides training for the American Public Works Association and several local Southern California Cities on scheduling fundamentals and best practices. The APP team's knowledge of the detailed activities and logic necessary to implement high profile and complex projects, coupled with its expertise utilizing scheduling software results in scheduling tools that are accurate, scalable and maintainable on a real time basis. The project team and all stakeholders utilize the schedule to maintain accountability, identify potential scheduling impacts and to expedite activities to reduce or eliminate delays.



- f) Track project budget in conformance with approved Cooperative Agreement among stakeholders.

As clarified by the City, the proposal also includes up to two (2) presentations to City Council to seek project approvals and/or to provide an update on the project.

- g) Ensure a reasonable, realistic, budget is developed and maintained. Make sure that the budget is maintained without compromising the quality or integrity of the project. Make sure all fees, profit, overhead, contingencies, etc. are in line with industry standards.
- h) Change order management: review - comment and assist the stakeholders in managing any change orders or potential change orders for the project.

The APP team has a keen understanding of the development and maintenance of, and adherence to project budgets. An initial master budget will be prepared in an appropriate level of detail. A summarized breakdown of anticipate soft costs (design and permitting) and hard costs (construction, furniture, fixtures and equipment), will be collaboratively developed with project stakeholders. Detail estimates will provide clarity for each summary line item. Cost estimates are utilized at all key project development and design submittal stages to confirm project costs are within established programmatic constraints. Value engineering is implemented continuously on the project to ensure an appropriate balance of initial and life cycle costs are proposed for the project.

- i) Assist in coordinating the temporary relocation/necessities for the Aquarium sea life, staff and teaching classes while construction is occurring.



Incorporating critical requirements to address the existing operation of vital public facilities is imperative to the success of the project. The APP team has successfully developing needs assessments, construction of, and relocation to temporary facilities for all types of public facility uses. A collaborative and knowledgeable approach will be implemented to identify the necessary space, power, data, equipment, access, HVAC, parking, way finding, necessary amenities and other elements important for the successful relocation of sea life and operation of classes during construction.

Critical phasing requirements necessary for implementation of the temporary measures and relocation requirements will be clearly stipulated in the project documents to establish appropriate constraints, protocol and remedy such that the Contractor understands the requirements and includes appropriate resources and allowances in its bid to properly implement the project.

- j) Review plans and specifications for quality; safety; building code compliance; fire code compliance; future operation costs; and budget.
- k) Ensure all federal, state, and local requirements are satisfied.
- l) Assist with obtaining outside agency approvals for the project, including but not limited to, the State of California and the State Coastal Commission.
- m) Ensure all permits are procured and the applicant is in compliance with all local fire district requirements.

The APP team includes LSA Associates, Inc. (LSA) to provide advice during the programmatic requirements determination phase of the project such that the most efficient environmental documentation (Categorical Exemption) can be implemented. LSA is uniquely qualified to provide professional consulting services for the Roundhouse Aquarium Project. LSA has recent and relevant experience preparing environmental documentation, including Mitigated Negative Declarations (MNDs) and Environmental Impact Reports (EIRs) for public recreation projects located in the California Coastal Zone. These include the Belmont Pool EIR, the Alamitos Bay Marina Rehabilitation EIR, and the Dana Point Waterside Renovation Subsequent EIR. In addition, LSA recently prepared the Pier 1 Drydock EIR (Port of San Diego) and is currently under contract to prepare and the Port of Long Beach Security Operations MND.

Additionally, because the facility has been operating for many years in the same location, and the proposed improvements involve only the interior of the building, it may qualify for a Diminimis Waiver from a Coastal Development Permit (CDP), which may substantially reduce the timeframe required to process a CDP application / approval through the California Coastal Commission. APP and LSA recently successfully implemented a CDP Diminimis Waiver for the demolition of the Belmont Plaza Pool Facilities.

As an optional service, LSA is available to implement the environmental entitlements for the project. Should the City decide to include the processing of environmental documentation for the project, LSA proposes providing CEQA assistance to prepare a Categorical Exemption (CE) under CEQA Guidelines Section 15301, Existing Facilities. This Class 1 exemption covers the operation, repair, maintenance, and minor alteration of existing public or private structures, involving negligible or no expansion of use. The use of a CE is appropriate as long as there are no cumulative impacts, no significant effects due to unusual circumstances, no damage to scenic resources including a substantial adverse change to a historic structure, and where the project is not located on a hazardous waste site. It is assumed that there will be no public hearings or commission meetings required to process the CE. LSA will prepare the CE along with supportive documentation in the form of a memo outlining why there will be no adverse change to the historic pier or Roundhouse building. The CE will then require approval by the City and will be filed in the administrative record; no public review is required. Once the City approves the project, a Notice of Exemption would be filed with the County Clerk's office and the State Clearinghouse. The CE will subsequently accompany the applications to Coastal Commission.



APP also has extensive experience reviewing and expediting permit processing through multiple jurisdictional plan check and permitting processes. A comprehensive list of required permits will be developed and confirmed. The APP team will then take the lead to proactively identify each permitting agency's requirements and confirm that the proposed design complies with all such requirements, expediting plan corrections through permit approvals.

- n) **Propose, develop and implement Project quality assurance plan (e.g., testing and inspection program, etc.).**
- o) **Assist with resolving disputes or claims that may occur.**
- p) **Ensure all materials used are approved by aquarium staff as environmentally appropriate.**
- q) **Review progress billings and when necessary negotiate revisions.**
 - **Assist with obtaining Certificate of Occupancy.**
- r) **Assist Aquarium staff with move back into the Roundhouse Aquarium building once construction is complete.**
- s) **Assure contractors provide the necessary operational training for the new equipment.**

A project-specific quality control plan will be developed in concert with the design development of the project. The quality control plan will address material, equipment and systems performance and quality standards, testing criteria and frequency and stipulate acceptable manufacturers and sources to be utilized on the project. All materials, equipment and systems to be installed on the project will require product data, shop drawings, test reports and/or certificates of compliance submittal and approval by the project team prior to purchase, delivery and installation on the project. Construction management, inspection and testing requirements will be established to confirm only approved and compliant materials, equipment and systems are delivered to the project and incorporated into the facility.

Time tested project closeout procedures including move-in, equipment and systems commissioning, test and start up, personnel training and documentation of final permit approval, closeout and certificate of occupancy will be custom tailored to the project requirements, implemented and clearly documented.

EXHIBIT B
APPROVED FEE SCHEDULE



5. Resource Allocation Plan

The table below details APP's estimated resource allocation plan to implement the proposed services. The project is vaguely defined at this time and estimating the allocation of required resources may be affected by project and scope adjustments and/or scope clarifications during fee negotiations. APP looks forward to working collaboratively with the City to finalize the resource allocation plan that best suits the project's needs.

City of Manhattan Beach Project, Construction Management and Inspection Services for Roundhouse Marine Studies and Aquarium Project RFP No. 1071-16			
TITLE	HRS/WEEK	WEEKS	Total Hours
Develop Programmatic Requirements			
Principal-In Charge	2.00	4	8.0
Project Manager	12.00	4	48.0
Assistant Project Manager	12.00	4	48.0
Project Controls	4.00	4	16.0
Environmental Specialist	1.00	4	4.0
Architectural Historian	2.00	4	8.0
Marine Biologist	4.00	4	16.0
AVE / AQUARIUM DESIGN CONSULTANTS SELECTION			
Principal-In Charge	2.00	8	16.0
Project Manager	4.00	8	32.0
Assistant Project Manager	4.00	8	32.0
Project Controls	2.00	8	16.0
Marine Biologist	3.00	8	24.0
MANAGE PRELIM DESIGN, ENTITLEMENTS (CE), CDS			
Principal-In Charge	2.00	16	32.0
Project Manager	8.00	16	128.0
Assistant Project Manager	8.00	16	128.0
Project Controls	2.00	16	32.0
Environmental Specialist	1.00	16	16.0
Architectural Historian	0.50	16	8.0
Marine Biologist	2.00	16	32.0
Senior Plan Check Engineer	2.00	4	8.0
ADDITIONAL ENVIRONMENTAL SUPPORT (Mitigated Negative Declaration, Environmental Impact Report, Coastal Commission Hearing)			
Principal-In Charge	2.00	16	32.0
Project Manager	2.00	16	32.0
Assistant Project Manager	0.75	16	12.0
Project Controls	1.00	16	16.0
Environmental Specialist	0.50	16	8.0
CM, INSPECTION, DEPUTY INSPECTION AND MATERIALS TESTING CONSULTANT SELECTION			
Principal-In Charge	2.00	6	12.0
Project Manager	4.00	6	24.0
Assistant Project Manager	4.00	6	24.0
Project Controls	2.00	6	12.0
PREQUALIFICATION, BID, AWARD, CONSTRUCTION CONTRACT			
Principal-In Charge	2.00	16	32.0
Project Manager	2.00	16	32.0
Assistant Project Manager	2.00	16	32.0
Project Controls	1.00	16	16.0
AQUARIUM CONSTRUCTION			
TITLE	HRS / WEEK	WEEKS	Total Hours
Principal-In Charge	2.00	16	32.0
Project Manager	2.00	16	32.0
Assistant Project Manager	1.00	16	16.0
Project Controls	1.00	16	16.0
Marine Biologist	2.00	16	32.0
COMMISSIONING, MOVE-IN AND CLOSEOUT			
TITLE	HRS / WEEK	WEEKS	Total Hours
Principal-In Charge	2.00	8	16.0
Project Manager	2.00	8	16.0
Assistant Project Manager	4.00	8	32.0
Project Controls	1.00	8	8.0
Marine Biologist	2.00	8	16.0



Professional Project Management Services for the
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6. Compensation/Payment Schedule

The proposed estimated fee is detailed below, followed by standard rate schedules.

City of Manhattan Beach Project, Construction Management and Inspection Services for Roundhouse Marine Studies and Aquarium Project RFP No. 1071-16					
TITLE	HRS/WEEK	WEEKS	Total Hours	RATE	AMOUNT
Develop Programmatic Requirements					
Principal-In Charge	2.00	4	8.0	\$ 195.00	No Charge
Project Manager	12.00	4	48.0	\$ 160.00	\$7,680.00
Assistant Project Manager	12.00	4	48.0	\$ 130.00	\$6,240.00
Project Controls	4.00	4	16.0	\$ 90.00	\$1,440.00
Environmental Specialist	1.00	4	4.0	\$ 235.00	\$940.00
Architectural Historian	2.00	4	8.0	\$ 158.00	\$1,264.00
Marine Biologist	4.00	4	16.0	\$ 158.00	\$2,528.00
					\$20,092.00
AE / AQUARIUM DESIGN CONSULTANTS SELECTION					
Principal-In Charge	2.00	8	16.0	\$ 195.00	No Charge
Project Manager	4.00	8	32.0	\$ 160.00	\$5,120.00
Assistant Project Manager	4.00	8	32.0	\$ 130.00	\$4,160.00
Project Controls	2.00	8	16.0	\$ 90.00	\$1,440.00
Marine Biologist	3.00	8	24.0	\$ 158.00	\$3,792.00
					\$14,512.00
MANAGE PRELIM DESIGN, ENTITLEMENTS (CE), CDS					
Principal-In Charge	2.00	16	32.0	\$ 195.00	No Charge
Project Manager	8.00	16	128.0	\$ 160.00	\$20,480.00
Assistant Project Manager	8.00	16	128.0	\$ 130.00	\$16,640.00
Project Controls	2.00	16	32.0	\$ 90.00	\$2,880.00
Environmental Specialist	1.00	16	16.0	\$ 235.00	\$3,760.00
Architectural Historian	0.50	16	8.0	\$ 158.00	\$1,264.00
Marine Biologist	2.00	16	32.0	\$ 158.00	\$5,056.00
Senior Plan Check Engineer	2.00	4	8.0	\$ 105.00	\$840.00
					\$50,920.00
ADDITIONAL ENVIRONMENTAL SUPPORT (Mitigated Negative Declaration, Environmental Impact Report, Coastal Commission Hearing)					
Principal-In Charge	2.00	16	32.0	\$ 195.00	No Charge
Project Manager	2.00	16	32.0	\$ 160.00	\$5,120.00
Assistant Project Manager	0.75	16	12.0	\$ 130.00	\$1,560.00
Project Controls	1.00	16	16.0	\$ 90.00	\$1,440.00
Environmental Specialist	0.50	16	8.0	\$ 235.00	\$1,880.00
					\$10,000.00
CM, INSPECTION, DEPUTY INSPECTION AND MATERIALS TESTING CONSULTANT SELECTION					
Principal-In Charge	2.00	6	12.0	\$ 195.00	No Charge
Project Manager	4.00	6	24.0	\$ 160.00	\$3,840.00
Assistant Project Manager	4.00	6	24.0	\$ 130.00	\$3,120.00
Project Controls	2.00	6	12.0	\$ 90.00	\$1,080.00
					\$8,040.00
PREQUALIFICATION, BID, AWARD, CONSTRUCTION CONTRACT					
Principal-In Charge	2.00	16	32.0	\$ 195.00	No Charge
Project Manager	2.00	16	32.0	\$ 160.00	\$5,120.00
Assistant Project Manager	2.00	16	32.0	\$ 140.00	\$4,480.00
Project Controls	1.00	16	16.0	\$ 90.00	\$1,440.00
					\$11,040.00
AQUARIUM CONSTRUCTION					
TITLE	HRS / WEEK	WEEKS	Total Hours	RATE	AMOUNT
Principal-In Charge	2.00	16	32.0	\$ 195.00	No Charge
Project Manager	2.00	16	32.0	\$ 160.00	\$5,120.00
Assistant Project Manager	1.00	16	16.0	\$ 140.00	\$2,240.00
Project Controls	1.00	16	16.0	\$ 90.00	\$1,440.00
Marine Biologist	2.00	16	32.0	\$ 158.00	\$5,056.00
					\$13,856.00
COMMISSIONING, MOVE-IN AND CLOSEOUT					
TITLE	HRS / WEEK	WEEKS	Total Hours	RATE	AMOUNT
Principal-In Charge	2.00	8	16.0	\$ 195.00	No Charge
Project Manager	2.00	8	16.0	\$ 160.00	\$2,560.00
Assistant Project Manager	4.00	8	32.0	\$ 140.00	\$4,480.00
Project Controls	1.00	8	8.0	\$ 90.00	\$720.00
Marine Biologist	2.00	8	16.0	\$ 158.00	\$2,528.00
					\$10,288.00
TOTAL PROJECT MANAGEMENT SERVICES:					\$138,748.00
ENVIRONMENTAL ENTITLEMENTS (Categorical Exemption - Optional Services)					
Categorical Exemption Documentation, Notice of Exemption Filing					\$7,150.00
TOTAL ENVIRONMENTAL ENTITLEMENTS (OPTIONAL) SERVICES:					\$7,150.00

Rates shown above have been discounted where applicable from the standard rates below.



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AndersonPenna Partners, Inc.

Effective July 1, 2015 Standard Billing Rate Schedule⁴

Project / Construction Management Services

Staff	Regular Time	Overtime		
	Rate ¹	Mon - Fri ²	Sat. ³	Sun./Holiday
Principal	\$195	n.a.	n.a.	n.a.
Project Manager	\$165	n.a.	n.a.	n.a.
Construction Manager / Resident Engineer	\$165	n.a.	n.a.	n.a.
Assistant Project Manager	\$150	n.a.	n.a.	n.a.
Structures Representative	\$170	n.a.	n.a.	n.a.
Office / Project Controls Engineer	\$120	n.a.	n.a.	n.a.
Labor Compliance / Documents Control	\$140	n.a.	n.a.	n.a.
Public Works Inspector (Prevailing Wage) ⁵	\$168	\$165	\$165	\$212
Public Works Inspector (Non-Prevailing Wage)	\$92 - \$105	\$138 - \$153	\$138 - \$158	\$167 - \$189
Building Inspector (Non-Prevailing Wage)	\$85 - \$110	\$127 - \$165	\$127 - \$165	\$153 - \$199

Engineering Services

Staff	Hourly Rate ⁴
Principal	\$185
Project Manager	\$165 - \$175
Quality Assurance Manager	\$165
Senior Engineer	\$145
Project Engineer	\$135
Traffic Engineer	\$130
Associate Engineer	\$120
Designer ⁵	\$115
CADD Drafter ²	\$90
Administration	\$80

Funding Services

Staff	Hourly Rate ⁴
Project Manager	\$165
Assessment Engineer	\$160
Analyst ²	\$110 - \$125
Administration	\$80

Municipal Services

Staff
Principal
Project Executive
Program/Project Manager
Assistant Project Manager
City Engineer
Plan Check Engineer
Planner ²
Public Works Technician ²
Code Enforcement Consultant
Code Enforcement Officer ²
Permit Technician ²

Plan Check Services

Staff	Hourly Rate ²
Project Manager	\$160
Senior Plan Check Engineer	\$160
Plan Check Engineer	\$125
Administration	\$90

¹ The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. A four-hour minimum callout applies to Inspection staff.

² Rate applies to the first four hours of overtime during the week; all overtime in excess of four hours is paid at the Sunday/Holiday rate.

³ Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

⁴ Regular Time Rates are subject to a three percent (3%) per year escalation.

⁵ Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determination.