

## DESIGN SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated March 19, 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Moffatt & Nichol, a California corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. City issued Request for Proposals No. 1181-19 on August 28, 2018, titled "Professional Design Services for Pier Railing Replacement Project". Consultant submitted a proposal dated October 9, 2018 in response to the RFP.

B. Consultant 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.

C. City desires to retain Consultant as an independent contractor and Consultant 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. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for professional design consulting services, attached as **Exhibit A**. Consultant's proposal is attached as **Exhibit D**. 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 Consultant Representative shall be Omar Jaradat, PhD, PE, Vice President, Principal-in-Charge and Jerry Holcomb, PE, Project Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline set forth in Exhibit A.

D. Standard of Performance. Consultant 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. Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

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

G. Permits and Licenses. Consultant 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.

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C hereto.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2021, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$164,985.00 (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Manager 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. Consultant 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 Consultant 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 Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

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

**5. Independent Contractor.** Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant 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. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, 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 Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with

City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, 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 and Documents 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 Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original Data and Documents, including computer files containing Data and Documents generated for the Services, 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 Consultant's permission. Consultant 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 Consultant.

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

**7. Conflicts of Interest.** Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant'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, Consultant may perform similar Services for other clients, but Consultant 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 Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

**8. Indemnification, Hold Harmless, and Duty to Defend.**

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant 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, Consultant 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 Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant 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 court decision or by the agreement of the Parties. Consultant 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. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant 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 Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant'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 court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant 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 Consultant 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 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 shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Consultant 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 \$1,000,000.00 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 Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant 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 \$300,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

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 Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section 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.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section 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 elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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 is canceled or reduced in coverage or limits, Consultant 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 Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, 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 Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant 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. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant 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. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. Subcontractor Insurance Requirements. Consultant 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.

#### **10. Mutual Cooperation.**

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

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

**11. Records and Inspections.** Consultant 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. Consultant 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.

#### **12. 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 Consultant at least five calendar days before the termination is to be effective. Consultant 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. Consultant 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 Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, 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 Consultant's reasonable control and not due to any act by Consultant.

**14. Default.**

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

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant 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 Consultant 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.

**15. 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 Consultant'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: Gilbert Gamboa  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5356  
Email: ggamboa@citymb.info

If to Consultant:

Attn: Omar Jaradat, PhD, PE  
Moffatt & Nichol  
3780 Kilroy Airport Way, Suite 600  
Long Beach, California 90806  
Telephone: (562) 590-6500 x 25340  
Email: ojaradat@moffattnichol.com

With a courtesy copy to:

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

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant 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. Consultant 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.

**17. Prohibition of Assignment and Delegation.** Consultant 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 Consultant 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 shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "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.

**18. 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.

**19. 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.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Consultant 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 Consultant for anything done, furnished or relating to Consultant'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 Consultant, its employees, subcontractors 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 Consultant, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant 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 Consultant. 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 Consultant under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Consultant 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 Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant'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.

**23. Exhibits.** Exhibits A, B, C, and D 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 Consultant's proposal, the provisions of this Agreement shall control.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. Business Days.** “Business days” means days Manhattan Beach City Hall is open for business.

**29. 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 superior court with geographic jurisdiction over the City of Manhattan Beach.

**30. 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 all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. 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.

**32. 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.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions 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: [Signature]

Name: Bruce Moe  
Title: City Manager

ATTEST:

By: [Signature] 4-9-19

Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

By: [Signature]

Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO CONTENT:

By: [Signature]

Name: Steve S. Charelian  
Title: Finance Director

Consultant:

Moffatt & Nichol,  
a California corporation

By: [Signature]

Name: MICHAEL J. MCCLARTY  
Title: VICE PRESIDENT

By: [Signature]

Name: DAVID HUCKEL  
Title: CORPORATE SECRETARY

PROOF OF AUTHORITY TO BIND CONTRACTING  
PARTY REQUIRED



**EXHIBIT A  
SCOPE OF WORK**

## UNDERSTANDING SCOPE OF SERVICES

We understand the engineering design, environmental review, historic architectural evaluation, permitting, and construction support services to facilitate the removal and replacement of the existing Manhattan Beach Pier railing system will include the following tasks:

| <b>Task 1: General Project Management Services Through All Project Phases</b>  |   |
|--|---|
| <b>DESCRIPTION</b>   |   |
| <ul style="list-style-type: none"><li>• Provide overall team project management</li><li>• Coordination and milestone meetings with the City</li></ul>  | <ul style="list-style-type: none"><li>• Perform public outreach to gain input from the community and end-users on desired design aspects</li></ul>  |
| <b>Task 2: Preliminary Design Development</b>  |   |
| <b>DESCRIPTION</b> <ul style="list-style-type: none"><li>• Develop engineering designs and recommendations of practical solutions and historic integrity for new pier railing system and submit design drawings that will be revised throughout the design process as design moves from 30%, 60%, 100%, and Final phases.</li><li>• Attend and present at City Council meetings to determine a preferred concept design.</li></ul>   | <b>DELIVERABLES</b> <ul style="list-style-type: none"><li>• Construction project schedule</li><li>• Preliminary design plans</li><li>• Preliminary 3D renderings</li><li>• Preliminary design specifications outline</li><li>• Preliminary cost estimate</li><li>• Perform Topographic Survey</li></ul> |
| <b>Task 3: Environmental Assessment/Analysis</b>   |   |
| <b>DESCRIPTION</b> <ul style="list-style-type: none"><li>• Conduct environmental analysis necessary to prepare CEQA documentation and associated technical studies.</li><li>• Prepare a Historic Impact Assessment Report for federal, state, and local review; update of Department of Parks and Recreation (DPR) Inventory Site Form for the Manhattan Pier, if required.</li><li>• Prepare Stormwater Pollution Prevention Plan (SWPPP) and/or list of BMPs</li><li>• Conduct testing for lead abatement on existing railing as required.</li></ul> | <b>DELIVERABLES</b> <ul style="list-style-type: none"><li>• Draft and final project description.</li><li>• Historic Impact Assessment Report</li><li>• Draft Stormwater Pollution Prevention Plan (SWPPP) and/or list of BMPs</li><li>• Lead Mitigation Plan (if necessary)</li></ul>                   |



#### Task 4: Entitlement/ Permit Filing Services

##### DESCRIPTION

- Provide regulatory agency permit support, including application preparation and coordination with the necessary agencies for approval of the proposed railing replacement

##### DELIVERABLES

- Regulatory agency permit applications, as indicated above and described in detail below

#### Task 5: Final Design/ Construction Documents

##### DESCRIPTION

- Prepare full Plans, Specifications, and Estimates (PS&E) for handrail removal and replacement that will be used to obtain the necessary building department permits through the City.
- Prepare Engineers Estimates of probable construction costs for comparison to contractor bids

##### DELIVERABLES

- Contract Documents Packages at 30%, 60%, 100%, and Final milestones.
- Final Cost Estimate

#### Task 6: Design Support for the Final Bidding

##### DESCRIPTION

- Provide bid and construction support services to select a construction contractor.

##### DELIVERABLES

- Responses to RFIs

#### Task 7: Design Support Services During Construction

##### DESCRIPTION

- Provide assistance with coordinating construction activities and ensure the contractor provides installations in accordance with the design intent.

##### DELIVERABLES

- Final Record Drawings package
- Responses to RFIs and Submittals

#### Task 8: Additional Services as Needed

##### DESCRIPTION

- Refer to Methodology & Work Plan for a list of potential additional tasks.

## METHODOLOGY & WORK PLAN

There are eight (8) distinct tasks to this project, as outlined in the RFP, dated August 28, 2018. Descriptions have been provided for each task, with details and assumptions of our approach to completing a successful project. The following outline is presented to illustrate M&N's overall work plan.

#### Task 1 – General Project Management Services Through All Project Phases

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

##### Key Tasks include:

- The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City's satisfaction;
- Establish communications and coordinate with City staff, City Council, and Responsible Agencies
- Provide oversight of subconsultants and contractors;



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- Monitor the project schedule to stay on track of milestones and deliverables;
- Conduct quality assurance and quality control (QA/QC) reviews;
- Perform general administration, management, and processing of monthly invoices;
- Attend, organize and chair meetings with the City to discuss the recommendations and provide clarification of design intent. The M&N Project Manager will conduct the following meetings in attendance with key M&N staff and City personnel:
  - › One (1) kick-off meeting with City staff; and
  - › Five (5) in-person design review meetings with City staff (assume monthly meeting during design progress).

### Task 2 – Preliminary Design Development

M&N will develop conceptual design alternatives and preliminary contract documents necessary to describe the design intent for preliminary review by stakeholders. Designs shall be based on existing appearances, ADA public access compliance and safety requirements, durability and ease of maintenance, historic integrity, and stakeholder input.

#### Added Value Considerations

**Project Issue:** The Manhattan Beach Pier is a tourist destination, and as such the handrail on the pier is a highly-visible feature. The City will rely on the public outreach process and City Council review of the handrailing design to maintain the pier's iconic look. It will be of the utmost importance to gain input from all stakeholders involved and translate comments received into a functional design.

**Relevant Experience and Practical Solutions:** M&N is currently under contract with the City of Redondo Beach for replacement of their existing Sportfishing Pier. As part of this project, M&N has direct-relevant public outreach experience in the South Bay Los Angeles community. We have conducted three (3) public outreach meetings between April and August 2018. Our recent experience with this pier rehabilitation project allows us to help the City with identifying practical solutions based on community input.

#### Key Tasks Include:

- Perform one (1) field survey to observe and photograph existing conditions for the Historic Impact Assessment Report, described under Task 3. Assumes 1 day with 2-person team.
- Provide up to three (3) conceptual design alternatives with individual 3D renderings of each alternative that explore innovating the appearance, providing ease of replacement, maintaining the historic integrity of the pier, and complying with current ADA public access code requirements.
- Attend and present at Planning Commission/City Council Meetings for consensus of preferred design alternative. Assumes two (2) meetings with 2 staff persons attending. If additional public meetings are required, we have provided a scope and fee to perform these services under Task 8A.
- Prepare preliminary level conceptual design drawings including plans, site plans, section elevations, and typical construction details for one (1) approved alternative, as recommended by Planning Commission and approved by City Council. The purpose will be to issue to Regulatory Agencies for permit approval, as described under Task 4.
- Prepare specifications outline, project schedule, and preliminary cost estimate for the approved alternative project components.





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**Task 2A - As-Needed Pier Topographic Survey:** It is anticipated a topographic survey of the existing handrails and pier will be required. M&N's topographic survey subconsultant (KDM Meridian [KDM]) will perform the topographic surveys necessary to develop a map of the existing pier handrail, including handrail extensions beyond pier onto bike path and associated stairs.

### Typical Key Tasks:

- Perform survey of general deck elevations, no more than 50-feet apart, locations of handrails (including heights), tops of curbs and outer ledges, and locations of relevant deck appurtenances (e.g. benches, bollards, handrails, light poles, etc.) that may conflict with handrail.
- KDM will safely and non-intrusively scan the pier and appurtenant areas using LiDAR technology to obtain a 3D model of existing pier facilities that provides maximum survey coverage of existing conditions. The outer ledge areas obscured from sight by utility pipes may be collected through conventional survey (i.e. total station and survey prism pole).
- A Topographic Survey Map will be prepared in AutoCAD and PDF formats and submitted to the City.

### **Task 3 – Environmental Assessment/Analysis**

The scope of this task is to assist the City with environmental review in compliance with the California Environmental Quality Act (CEQA) to obtain all local and responsible agency approvals. We anticipate that the appropriate CEQA environmental document for the project will be a Categorical Exemption (CE) Class 2 (per CEQA Guidelines 15302) for replacement or reconstruction of existing facilities within the same footprint, with the same proposed usage, and with the same capacity.

It is assumed that the City will be the CEQA Lead Agency, responsible for approval of the CE document. We will incorporate Best Management Practices and/or project design features to minimize environmental impacts that demonstrate that this project will not have a significant impact on the environment. Our approach/methodology to compliance with the CE environmental process is presented below.

#### **Added Value Considerations**

**Project Issue:** The existing Manhattan Beach Pier has historical significance within the State Historical Resources Commission, through the CA Department of Parks and Recreation as a state landmark. As such, the handrail for the pier also has the potential to be considered historically significant. An assessment of the pier handrailing will need to be done to provide an understanding on the historical significance of the existing handrail, and if the new design should maintain any of its historical features.

**Relevant Experience and Practical Solutions:** M&N is currently under contract with the City of Santa Barbara for replacement of the existing handrailing and beach access steps for the 1000 Steps Beach. As part of this project, M&N has direct-relevant experience of coordinating with City Historic Landmarks Commission for identifying aspects of the design that may have historical significance. In addition, we have teamed with Daly Associates who specializes in historical research and environmental studies to identify potential historical aspects of the existing handrailing.



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## Key Tasks Include:

- Prepare the project description. The project description will include up to three (3) conceptual design alternatives and exhibits as described under Task 2. It is assumed that construction methods, schedule, and operational details will be substantially similar and not require an alternatives analysis.
- Prepare draft Stormwater Pollution Prevention Plan (SWPPP) and/or list of BMP measures, whichever is determined to be required. It is assumed a National Pollutant Discharge Elimination System (NPDES) permit is not required given scope of work.
- Perform testing of existing paint on railings and prepare mitigation plan for lead abatement, if determined required by the City. Use of lead paint was banned in 1978 and is therefore not likely present since the railing was replaced in 1986. Includes 1 day in field to gather up-to five (5) samples for Bulk Chip Analysis by Atomic Absorption Spectrometry (AAS). If collection of additional samples is required, we have provided a scope and fee to perform these services under Task 8B.
- It is assumed the City will prepare the Notice of Exemption (NOE) for the CE package, and also post/file the NOE with the County Clerk's office and the State Clearinghouse. It is assumed no filing fees are required by the County Clerk's office and any applicable filing fees will be covered by the City.

## Task 4 – Entitlement/Permit Filing Services

M&N will lead the permitting task. Permits will be required from several agencies at different levels of government. Based on our experience and to conserve budget and expedite schedule, M&N may be able to eliminate the need for one or more permits identified under Task 4 of the RFP after further consultation with the City and responsible agencies. Our approach to permits is described below.

### Environmental Processing and Regulatory Agency Permitting Flow Chart



#### Added Value Considerations

**Project Issue:** The critical path for schedule of the project will be the regulatory permitting and entitlement process. Navigating this process requires multiple rounds of coordination and familiarity with not only the necessary procedures, but also having the agency contacts to make the process go smoothly.

**Relevant Experience and Practical Solutions:** With M&N, the City will have a partner with years of experience coordinating approvals through various federal, state, and local regulatory permit agencies. We have successfully obtained permits for projects ranging in size from complex harbor dredging to simple replace-in-kind and maintenance projects within the coastal environment. M&N has direct-relevant experience with interacting with regulatory agencies and understands the process. Below is a flow chart to better illustrate our understanding.



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- California Coastal Commission (CCC). Coastal Commission staff will be contacted prior to permit application preparation to discuss the project and identify any special needs or potential issues. The Coastal Development Permit (CDP) application will be completed and submitted. It is likely that Coastal Commission staff will require additional information and M&N will work with City staff to obtain and provide this information. It is assumed that M&N staff attendance at the Coastal Commission Hearing will not be required.
- Regional Water Quality Control Board (RWQCB). No impacts are proposed to jurisdictional waters as all proposed work will occur on the pier deck; therefore, a Section 401 Certification or Waste Discharge Requirement (WDR) for water quality control from Los Angeles RWQCB is not anticipated; however, if early coordination determines one is required, M&N will prepare the 401 or WDR application and work with RWQCB staff to answer questions and provide additional information to obtain the 401 certification or WDR.
- U. S. Army Corps of Engineers (USACE). No impacts are proposed to jurisdictional waters as all proposed work will occur on the existing pier deck and above the Ordinary High Water Mark; therefore, an USACE Section 10 (work in navigable waters) or a Section 404 (fill of Waters of the U.S.) permit is not anticipated; however, if early coordination determines a permit is required, M&N will prepare the permit application package for submittal to USACE. M&N staff will respond to USACE questions and follow-up with USACE staff as needed to obtain necessary permits.
- State of California, Department of Parks and Recreation (DPR). The Manhattan Beach Pier is listed as a historical landmark within the State Historical Resources Commission. M&N will submit the preferred conceptual design alternative to DPR for their review and comment, but it is not anticipated that a permit will be required through this agency.
- California Department of Fish and Wildlife (CDFW). Although the California Department of Fish & Wildlife (CDFW) may be involved as a biological resource consultation source to the Coastal Commission and Regional Water Quality Control Board, it is assumed that a CDFW permit will not be required for the proposed action.
- Local Permits. It is assumed the City will provide the "local approval" required by the CCC. M&N will work with City staff to obtain this, otherwise known as "approval in-concept". Coordination and applications for final approval for City Building and Safety will be covered under Task 5.
- Local Agency Review. M&N will also submit the preferred conceptual design alternative to various local agencies for their review and comment, but it is not anticipated that a permit will be required through these agencies, as follows:
  - › City of Manhattan Beach Community Development Department (CDD).
  - › LA County Beaches and Harbors (LACBH).
  - › LA County Department of Public Works (LACDPW).
- Attend, organize and chair meetings with the local agencies to discuss their recommendations and provide clarification of design intent. The M&N Project Manager will conduct the following meetings in attendance with key M&N staff and City personnel:
  - › One (1) meeting with CCC staff;
  - › One (1) meeting with State Parks staff; and
  - › One (1) meeting with City Community Development Department staff

### Task 5 – Final Design/Construction Documents

Once a preferred replacement concept is decided upon, a final design will be performed and plans, specifications, and necessary construction documents prepared for necessary improvements. Construction technical specifications will be prepared and bid documents assembled in the preferred format.



## Added Value Considerations

**Project Issue:** The consultant selected will be required to adhere to the City requirements for contract documents as well as navigate through the City Building Department permit process.

**Relevant Experience and Practical Solutions:** In 2011, M&N assisted the City by providing inspection, assessment, recommendations for repair, and developed contract documents for rehabilitation to the existing Manhattan Beach Pier. We are familiar with the existing pier, the City's design standards and formats, and the local building permit process.

### Key Tasks include:

- Complete Contract Documents (30%, 60%, 100%, and Final). The design drawing package will include the following plan sheets:
  - › Plans will include the contractor staging area layout, demolition plans, structural plan sheets of the handrail and general details. Additional engineering information developed throughout the design process from 30%, 60%, 100% and Final plans will be included in the complete set. The plan set will also reflect all permit conditions required by the City, other agencies, and compliance with current ADA public access code requirements.
  - › Construction phasing plan with public access controls.
  - › Submit construction documents to building department for plan check approval / permit. Assumes all permit fees shall be paid by City.
- Complete Supplementary Technical Specifications (30%, 60%, 100%, and Final). The design specification package will include:
  - › Specifications will be prepared to describe and quantify construction methods and materials to the contractor.
  - › It is assumed that the City will provide all front end boiler-plate General Provisions and Standard Agreements as a Word file for revision by M&N. Addition Special Provisions, Technical Specifications, and Bid Forms will be prepared in a standard format in accordance with City guidelines.
- Complete Cost Estimate (30%, 60%, 100%, and Final).

### Task 6 – Designs Support for the Final Bidding

Once the City has obtained construction permits, construction bid services will be performed to issue the project for bid by construction contractors. M&N will assist the City with coordinating through the bidding process by addressing questions from potential bidders.

### Key Tasks include:

- Respond to potential bidder requests for clarification on drawings or specifications. Assume two (2) days of support for answering RFI's.

### Task 7 – Design Support Service During Construction

Once a bidder is selected to execute the proposed improvements, construction support services will be performed to ensure the design intent is carried out in the field.

### Key Tasks include:

- Respond to Request for Information (RFIs). Assume four (4) hours a week for the construction duration.
- Approve submittals for materials (Submittals). Assume two (2) hours a week for the





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construction duration.

- Perform site visit to observe construction conformance to design intent. One (1) site visit is assumed.
- Attend construction kickoff meeting with the City, Contractor, and Construction Manager.
- Prepare Record Drawings of the installation based on the bid documents and markups from the Contractor. It is assumed Record Drawings will be delivered in Mylar hard copy format for archival purposes in addition to electronic copy.
- Assumes any supplemental construction monitoring or surveys required by permitting agencies are not included in this proposal.

### Task 8 – Additional Services as Needed

The following are not included in our proposal however we anticipate these being additional services the City may want to consider as part of the handrailing replacement project. Additional fees have been provided for these services, however the City may elect to approve these additional services at their discretion.

**Task 8A - As-Needed Meetings:** A fee has been provided for M&N attendance at additional public outreach, city council, or other as-needed meetings, if elected by the City. This scope assumes the following additional meetings to be included under this scope and fee.

**Typical Key Tasks:** Possible additional meetings may include:

- One (1) design review meeting with City staff;
- One (1) meeting with CCC staff; and
- One (1) meeting with State Parks staff.








**Task 8B - As-Needed Laboratory Testing:** Scope/fee for Task 1 through Task 7 assumes 1-day of field work, and laboratory testing of up-to five (5) railing samples for lead paint testing, and preparation of a mitigation plan for construction. A fee has been provided for performing an additional 1-day of field work, and laboratory testing of up-to an additional five (5) railing samples, if elected by the City. This would result in a total of ten (10) samples. These additional samples are included as a contingency in the event hazardous materials are found during the initial sampling.

**Typical Key Tasks May Include:**

- Additional field visits to gather five (5) additional samples for Bulk Chip Analysis by Atomic Absorption Spectrometry (AAS).



## Project Schedule

| Task Name   | 2019-Q1   | 2019-Q2   | 2019 - Q3  | 2019 - Q4 | 2020-Q1   | 2020-Q2   | 2020 - Q |
|---|---|---|--|-----------|---|---|----------|
| NTP + Pre-Kickoff                                       |    |   |  |           |   |   |          |
| Preliminary Design Development                          |  1 |   |  |           |   |   |          |
| Public Outreach + City Council Meetings                 |   |  2 |  |           |   |   |          |
| Environmental Processing + Regulatory Agency Permitting |   |   |  3 |           |   |   |          |
| Final Design + Construction Documents                   |   |   |  4 |           |   |   |          |
| Building Department Review                              |   |   |  |           |  5 |   |          |
| Bid + Construction Support                              |   |   |  |           |   |  6 |          |

### Milestones:

- 1 = Submit Preliminary Design Documents
- 2 = Develop Meeting Minutes and Submit to City
- 3 = Final Regulatory Approval
- 4 = Submit Construction Documents for Building Permit
- 5 = Final Building Permit Approval
- 6 = Completion of Construction



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EXHIBIT B  
APPROVED FEE SCHEDULE



FEE PROPOSAL

|   | Moffatt & Nichol       |                    |              |              |              |                   |                |                  |                   |                     | Patriot <sup>3</sup>     |                     | Daly <sup>4</sup>                     |                     | KDM <sup>5</sup>   |                     | Task Totals |
|---|------------------------|--------------------|--------------|--------------|--------------|-------------------|----------------|------------------|-------------------|---------------------|--------------------------|---------------------|---------------------------------------|---------------------|--------------------|---------------------|-------------|
|   | Supervisor<br>Eng./Sci | Senior<br>Eng./Sci | Eng./Sci III | Eng./Sci II  | Eng./Sci I   | Staff Eng         | Senior<br>Tech | CADD<br>Designer | Word<br>Processor | General<br>Clerical | Laboratory<br>Specialist | Field<br>Technician | Enviro<br>Specialist                  | Enviro<br>Assistant | Survey<br>Manager  | Project<br>Surveyor |             |
|   | P-7<br>\$250           | P-8<br>\$238       | P-5<br>\$223 | P-4<br>\$198 | P-3<br>\$174 | P-1, P-2<br>\$139 | T-5<br>\$191   | T-4<br>\$180     | A-4, A-3<br>\$113 | A-1, A-2<br>\$88    | F-2<br>\$120             | F-1<br>\$74         | E-2<br>\$124                          | E-1<br>\$78         | S-2<br>\$185       | S-1<br>\$170        |             |
| <b>Base Project Tasks<sup>1</sup></b>                     |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     |                                       |                     |                    |                     |             |
| Task 1 - General Project Management Services              | 11.00                  | -                  | 38.00        | -            | -            | 12.00             | -              | -                | -                 | -                   | -                        | -                   | 10.00                                 | -                   | -                  | -                   | \$14,231    |
| Task 2 - Preliminary Design Development                   | 12.00                  | 12.00              | 16.00        | 16.00        | -            | 54.00             | -              | 28.00            | 4.00              | -                   | -                        | -                   | 12.00                                 | -                   | 40.00              | 30.00               | \$39,654    |
| Task 3 - Environmental Assessment/Analysis                | 19.00                  | -                  | 14.00        | 56.00        | -            | 2.00              | -              | -                | -                 | -                   | 10.00                    | 10.00               | 38.00                                 | 16.00               | -                  | -                   | \$27,197    |
| Task 4 - Entitlement/ Permit Filing Services <sup>2</sup> | 4.00                   | 44.00              | 4.00         | 88.00        | -            | -                 | -              | -                | -                 | -                   | -                        | -                   | -                                     | -                   | -                  | -                   | \$29,256    |
| Task 5 - Final Design/ Construction Documents             | 7.00                   | 8.00               | 17.00        | -            | -            | 30.00             | -              | 80.00            | 8.00              | -                   | -                        | -                   | -                                     | -                   | -                  | -                   | \$23,382    |
| Task 6 - Design Support for Final Bidding                 | 2.00                   | -                  | 4.00         | -            | -            | 4.00              | -              | -                | -                 | -                   | -                        | -                   | -                                     | -                   | -                  | -                   | \$1,966     |
| Task 7 - Design Support Services During Construction      | 4.00                   | -                  | 32.00        | -            | -            | 48.00             | -              | 16.00            | -                 | -                   | -                        | -                   | -                                     | -                   | -                  | -                   | \$17,724    |
|   | M&N Total \$130,282    |                    |              |              |              |                   |                |                  |                   |                     | Patriot Total \$1,940    |                     | Daly Total \$8,688                    |                     | KDM Total \$12,500 |                     |             |
|   |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     | M&N Markup on SubConsultant Fees % 5% |                     |                    |                     | \$1,158     |
|   |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     | Subconsultant % of Total Cost 15%     |                     |                    |                     |             |
|   |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     | Total Base Project Estimate           |                     |                    |                     | \$154,566   |
| <b>Additional Optional Tasks</b>                          |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     |                                       |                     |                    |                     |             |
| Task 8 - Additional Services as Needed                    |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     |                                       |                     |                    |                     |             |
| 8A - As-Needed Meetings <sup>6</sup>                      | 8.00                   | 12.00              | -            | 4.00         | -            | 12.00             | -              | -                | -                 | -                   | -                        | -                   | -                                     | -                   | -                  | -                   | \$7,380     |
| 8B - As-Needed Laboratory Testing <sup>7</sup>            | -                      | -                  | 2.00         | -            | -            | 4.00              | -              | -                | -                 | -                   | 10.00                    | 10.00               | -                                     | -                   | -                  | -                   | \$2,942     |
|   | M&N Total \$8,382      |                    |              |              |              |                   |                |                  |                   |                     | Patriot Total \$1,940    |                     | Daly Total \$0                        |                     | KDM Total \$0      |                     |             |
|   |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     | M&N Markup on SubConsultant Fees % 5% |                     |                    |                     | \$97        |
|   |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     | Subconsultant % of Total Cost 19%     |                     |                    |                     |             |
|   |                        |                    |              |              |              |                   |                |                  |                   |                     |                          |                     | Total Additional Services Estimate    |                     |                    |                     | \$10,419    |

Notes:

- Tasks to be Billed on a Hourly Rate Not-to Exceed Basis
- Scope/fee assumes all permit/fee application fees required for local city building permits, regulatory permits, and environmental documentation shall be paid directly by the City.
- 'Patriot' refers to lead testing and abatement planning sub-consultant. Patriot to perform site investigation for on-site lead testing for paint on existing handrails.
- 'Daly' refers to Environmental Historical Specialist Sub-Consultant. Daly to perform Historical Impact Assessment Report for inclusion in CEQA document.
- 'KDM' refers to Topographic Survey Sub-Consultant. KDM to perform a topographic survey of the existing handrail and pier as required for construction documents.
- If required, M&N has included attendance at three (3) additional as-needed meetings under Task 8 'Additional Services as Needed'
- If required, M&N has included laboratory testing of up-to five (5) additional railing samples under Task 8 'Additional Services as Needed'



## Moffatt & Nichol Fee Schedule

### RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective October 1, 2018 Until Revised

|                      | <u>CLASSIFICATION</u>          | <u>HOURLY RATES</u> |
|----------------------|--------------------------------|---------------------|
| <b>PROFESSIONALS</b> | Supervisory Engineer/Scientist | \$ 259.00           |
|                      | Senior Engineer/Scientist      | \$ 238.00           |
|                      | Engineer/Scientist III         | \$ 223.00           |
|                      | Engineer/Scientist II          | \$ 196.00           |
|                      | Engineer/Scientist I           | \$ 174.00           |
|                      | Staff Engineer/Scientist       | \$ 139.00           |
| <b>TECHNICIANS</b>   | Senior Technician              | \$ 191.00           |
|                      | Designer                       | \$ 180.00           |
|                      | CADD II                        | \$ 152.00           |
|                      | CADD I                         | \$ 113.00           |
| <b>CLERICAL</b>      | Word Processing                | \$ 113.00           |
|                      | General Clerical               | \$ 88.00            |
| <b>SPECIAL</b>       | Principal Engineer/Scientist   | \$ 273.00           |
|                      | Deposition & Trial Testimony   | \$ 480.00           |

### REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

|   |                       |                |
|---|-----------------------|----------------|
| <b>Subcontracts or Outside Services</b> |                       | Cost +10%      |
| <b>Reproductions</b>                    | -In House             |                |
|   | Mylar Plots (B/W)     | \$2.00/SF      |
|   | Color Plots           | \$4.00/SF      |
|   | Vellum Plots (B/W)    | \$1.00/SF      |
|   | Bond Plots (B/W)      | \$0.50/SF      |
|   | Drawing Reproduction  | Cost +10%      |
|   | Document Reproduction | \$0.10/sheet   |
|   | -Outside Reproduction | Cost +10%      |
| <b>Travel</b>                           | Company Auto          | Prevailing IRS |
|   | Rental Vehicle        | Cost           |
|   | Airfare               | Cost           |
|   | Meals and Lodging     | Cost           |



## KDM Fee Schedule



KDM MERIDIAN

### Fee Schedule

Valid Through October 1, 2019

#### PROFESSIONAL SERVICES:

#### HOURLY RATE:

|  |          |
|--|----------|
| Project/Survey Manager                 | \$185.00 |
| Project Surveyor                       | \$170.00 |
| Survey Technician/Drafter              | \$135.00 |
| Clerical/Administration/Technical Aide | \$ 75.00 |
| Expert Witness (4 hour minimum)        | \$350.00 |
| Survey Crew (1 man w/truck)            | \$190.00 |
| Survey Crew (2 persons)                | \$285.00 |
| Survey Crew Equipment (3 persons)      | \$415.00 |
| LiDAR Scanning (per day)               | \$650.00 |

#### REIMBURSABLES:

#### RATE:

|   |                 |
|---|-----------------|
| Supplies, Reproduction, Rental of Special Equipment | Cost + 5%       |
| Subconsultants                                      | Cost + 5%       |
| Lodging, Airfare (Remote Site)                      | Cost + 5%       |
| Meal Expense (Remote Site)                          | \$50/day/person |
| Mileage (Remote Site greater than 100 miles)        | \$ 0.60/mile    |

**Note:** Government Agencies and/or private landowner fees, map filings, research materials, etc. are extra to contract costs.

A minimum of 4 survey hours per day will be charged for field crews.

Over-time will be charged at 1.35 times the regular rate.

Double-time will be charged at 2.0 times the regular rate.

Sunday time will be charged at 2.0 times the regular rate.

Holiday time will be charged at 2.5 times the regular rate.

The above rates shall be charged portal to portal (time spent on project site plus travel time) excluding lunch breaks.



# PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH



## Patriot Fee Schedule

tel - 714-899-8900  
free - 888-743-0998  
fax - 714-899-1188  
PatriotLab.com  
1041 S. Placentia Avenue, Fullerton, CA 92831



### **Rate Schedule**

**Valid Through October 1, 2018 Until Revised**

#### **PROFESSIONAL SERVICES:**

#### **HOURLY RATE:**

Lead-Based Paint Laboratory Specialist  
(4-Hour Minimum)  
Lead-Based Paint Sampling Technician  
(4-Hour Minimum)

\$120.00

\$74.00

Lead-Based Paint Chip Laboratory Sample Analysis  
Final Laboratory Report for Sample Analysis

\$25.00 / per sample

\$250.00 / per occurrence

#### **REIMBURSABLES:**

#### **RATE:**

**(Unless otherwise Provided in Written Agreement):**

Supplies, Reproduction, Rental of Special Equipment  
Meal Expense (Remote Site)  
Mileage (Remote Site greater than 100 miles)

Cost + 5%

\$50/day/person

\$ 0.60/mile

A minimum of 4 hours per day will be charged for field crews and laboratory analysis.



# PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH



## Daily & Associates Fee Schedule



**2242 El Capitan Drive, Riverside, California 92506**  
(951) 369-1366 ■ daly.rvrsde@sbcglobal.net

### **Fee Schedule**

**Valid October 1, 2018 Until Revised**

#### **PROFESSIONAL SERVICES:**

#### **HOURLY RATE:**

|   |          |
|---|----------|
| Environmental Specialist                    | \$124.00 |
| Environmental Assistant                     | \$78.00  |
| Expertwitness, Deposition & Trial Testimony | \$248.00 |

#### **REIMBURSABLES**

#### **RATE:**

**(Unless otherwise Provided in Written Agreement):**

|   |                 |
|---|-----------------|
| Supplies, Reproduction, Rental of Special Equipment | Cost + 5%       |
| Subconsultants                                      | Cost + 5%       |
| Lodging, Airfare (Remote Site)                      | Cost + 5%       |
| Meal Expense (Remote Site)                          | \$50/day/person |
| Mileage (Remote Site greater than 100 miles)        | \$ 0.60/mile    |



**EXHIBIT C**  
**TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS**

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate



payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Contractor and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive the termination of the Agreement.



## EXHIBIT D CONSULTANT'S PROPOSAL

# PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH



## PARTNERING WITH YOU FOR SUCCESS

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M&N engineers conducting pier inspection, 2011.

## UNDERSTANDING SCOPE OF SERVICES

We understand the engineering design, environmental review, historic architectural evaluation, permitting, and construction support services to facilitate the removal and replacement of the existing Manhattan Beach Pier railing system will include the following tasks:

### Task 1: General Project Management Services Through All Project Phases

#### DESCRIPTION

- Provide overall team project management
- Coordination and milestone meetings with the City
- Perform public outreach to gain input from the community and end-users on desired design aspects

### Task 2: Preliminary Design Development

#### DESCRIPTION

- Develop engineering designs and recommendations of practical solutions and historic integrity for new pier railing system and submit design drawings that will be revised throughout the design process as design moves from 30%, 60%, 100%, and Final phases.
- Attend and present at City Council meetings to determine a preferred concept design.

#### DELIVERABLES

- Construction project schedule
- Preliminary design plans
- Preliminary 3D renderings
- Preliminary design specifications outline
- Preliminary cost estimate
- Perform Topographic Survey

### Task 3: Environmental Assessment/Analysis

#### DESCRIPTION

- Conduct environmental analysis necessary to prepare CEQA documentation and associated technical studies.
- Prepare a Historic Impact Assessment Report for federal, state, and local review; update of Department of Parks and Recreation (DPR) Inventory Site Form for the Manhattan Pier, if required.
- Prepare Stormwater Pollution Prevention Plan (SWPPP) and/or list of BMPs
- Conduct testing for lead abatement on existing railing as required.

#### DELIVERABLES

- Draft and final project description.
- Historic Impact Assessment Report
- Draft Stormwater Pollution Prevention Plan (SWPPP) and/or list of BMPs
- Lead Mitigation Plan (if necessary)



# PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH



| Task 4: Entitlement/ Permit Filing Services  |   |
|--|---|
| <b>DESCRIPTION</b> <ul style="list-style-type: none"> <li>Provide regulatory agency permit support, including application preparation and coordination with the necessary agencies for approval of the proposed railing replacement</li> </ul>   | <b>DELIVERABLES</b> <ul style="list-style-type: none"> <li>Regulatory agency permit applications, as indicated above and described in detail below</li> </ul>           |
| Task 5: Final Design/ Construction Documents   |   |
| <b>DESCRIPTION</b> <ul style="list-style-type: none"> <li>Prepare full Plans, Specifications, and Estimates (PS&amp;E) for handrail removal and replacement that will be used to obtain the necessary building department permits through the City.</li> <li>Prepare Engineers Estimates of probable construction costs for comparison to contractor bids</li> </ul> | <b>DELIVERABLES</b> <ul style="list-style-type: none"> <li>Contract Documents Packages at 30%, 60%, 100%, and Final milestones.</li> <li>Final Cost Estimate</li> </ul> |
| Task 6: Design Support for the Final Bidding   |   |
| <b>DESCRIPTION</b> <ul style="list-style-type: none"> <li>Provide bid and construction support services to select a construction contractor.</li> </ul>  | <b>DELIVERABLES</b> <ul style="list-style-type: none"> <li>Responses to RFIs</li> </ul>   |
| Task 7: Design Support Services During Construction  |   |
| <b>DESCRIPTION</b> <ul style="list-style-type: none"> <li>Provide assistance with coordinating construction activities and ensure the contractor provides installations in accordance with the design intent.</li> </ul>   | <b>DELIVERABLES</b> <ul style="list-style-type: none"> <li>Final Record Drawings package</li> <li>Responses to RFIs and Submittals</li> </ul>                           |
| Task 8: Additional Services as Needed  |   |
| <b>DESCRIPTION</b> <ul style="list-style-type: none"> <li>Refer to Methodology &amp; Work Plan for a list of potential additional tasks.</li> </ul>  |   |

## METHODOLOGY & WORK PLAN

There are eight (8) distinct tasks to this project, as outlined in the RFP, dated August 28, 2018. Descriptions have been provided for each task, with details and assumptions of our approach to completing a successful project. The following outline is presented to illustrate M&N's overall work plan.

### Task 1 – General Project Management Services Through All Project Phases

Provide general coordination and administrative support during the project planning, design, and permitting prior to construction/installation.

#### Key Tasks include:

- The Project Manager will closely monitor the accrual of hours, keep the City informed, and ensure the project is completed to the City's satisfaction;
- Establish communications and coordinate with City staff, City Council, and Responsible Agencies
- Provide oversight of subconsultants and contractors;



# PIER RAILING REPLACEMENT PROJECT

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- Monitor the project schedule to stay on track of milestones and deliverables;
- Conduct quality assurance and quality control (QA/QC) reviews;
- Perform general administration, management, and processing of monthly invoices;
- Attend, organize and chair meetings with the City to discuss the recommendations and provide clarification of design intent. The M&N Project Manager will conduct the following meetings in attendance with key M&N staff and City personnel:
  - › One (1) kick-off meeting with City staff; and
  - › Five (5) in-person design review meetings with City staff (assume monthly meeting during design progress).

### Task 2 – Preliminary Design Development

M&N will develop conceptual design alternatives and preliminary contract documents necessary to describe the design intent for preliminary review by stakeholders. Designs shall be based on existing appearances, ADA public access compliance and safety requirements, durability and ease of maintenance, historic integrity, and stakeholder input.

#### Added Value Considerations

**Project Issue:** The Manhattan Beach Pier is a tourist destination, and as such the handrail on the pier is a highly-visible feature. The City will rely on the public outreach process and City Council review of the handrailing design to maintain the pier's iconic look. It will be of the utmost importance to gain input from all stakeholders involved and translate comments received into a functional design.

**Relevant Experience and Practical Solutions:** M&N is currently under contract with the City of Redondo Beach for replacement of their existing Sportfishing Pier. As part of this project, M&N has direct-relevant public outreach experience in the South Bay Los Angeles community. We have conducted three (3) public outreach meetings between April and August 2018. Our recent experience with this pier rehabilitation project allows us to help the City with identifying practical solutions based on community input.

#### Key Tasks Include:

- Perform one (1) field survey to observe and photograph existing conditions for the Historic Impact Assessment Report, described under Task 3. Assumes 1 day with 2-person team.
- Provide up to three (3) conceptual design alternatives with individual 3D renderings of each alternative that explore innovating the appearance, providing ease of replacement, maintaining the historic integrity of the pier, and complying with current ADA public access code requirements.
- Attend and present at Planning Commission/City Council Meetings for consensus of preferred design alternative. Assumes two (2) meetings with 2 staff persons attending. If additional public meetings are required, we have provided a scope and fee to perform these services under Task 8A.
- Prepare preliminary level conceptual design drawings including plans, site plans, section elevations, and typical construction details for one (1) approved alternative, as recommended by Planning Commission and approved by City Council. The purpose will be to issue to Regulatory Agencies for permit approval, as described under Task 4.
- Prepare specifications outline, project schedule, and preliminary cost estimate for the approved alternative project components.





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**Task 2A - As-Needed Pier Topographic Survey:** It is anticipated a topographic survey of the existing handrails and pier will be required. M&N's topographic survey subconsultant (KDM Meridian [KDM]) will perform the topographic surveys necessary to develop a map of the existing pier handrail, including handrail extensions beyond pier onto bike path and associated stairs.

## Typical Key Tasks:

- Perform survey of general deck elevations, no more than 50-feet apart, locations of handrails (including heights), tops of curbs and outer ledges, and locations of relevant deck appurtenances (e.g. benches, bollards, handrails, light poles, etc.) that may conflict with handrail.
- KDM will safely and non-intrusively scan the pier and appurtenant areas using LiDAR technology to obtain a 3D model of existing pier facilities that provides maximum survey coverage of existing conditions. The outer ledge areas obscured from sight by utility pipes may be collected through conventional survey (i.e. total station and survey prism pole).
- A Topographic Survey Map will be prepared in AutoCAD and PDF formats and submitted to the City.

## **Task 3 – Environmental Assessment/Analysis**

The scope of this task is to assist the City with environmental review in compliance with the California Environmental Quality Act (CEQA) to obtain all local and responsible agency approvals. We anticipate that the appropriate CEQA environmental document for the project will be a Categorical Exemption (CE) Class 2 (per CEQA Guidelines 15302) for replacement or reconstruction of existing facilities within the same footprint, with the same proposed usage, and with the same capacity.

It is assumed that the City will be the CEQA Lead Agency, responsible for approval of the CE document. We will incorporate Best Management Practices and/or project design features to minimize environmental impacts that demonstrate that this project will not have a significant impact on the environment. Our approach/methodology to compliance with the CE environmental process is presented below.

### **Added Value Considerations**

**Project Issue:** The existing Manhattan Beach Pier has historical significance within the State Historical Resources Commission, through the CA Department of Parks and Recreation as a state landmark. As such, the handrail for the pier also has the potential to be considered historically significant. An assessment of the pier handrailing will need to be done to provide an understanding on the historical significance of the existing handrail, and if the new design should maintain any of its historical features.

**Relevant Experience and Practical Solutions:** M&N is currently under contract with the City of Santa Barbara for replacement of the existing handrailing and beach access steps for the 1000 Steps Beach. As part of this project, M&N has direct-relevant experience of coordinating with City Historic Landmarks Commission for identifying aspects of the design that may have historical significance. In addition, we have teamed with Daly Associates who specializes in historical research and environmental studies to identify potential historical aspects of the existing handrailing.



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## Key Tasks Include:

- Prepare the project description. The project description will include up to three (3) conceptual design alternatives and exhibits as described under Task 2. It is assumed that construction methods, schedule, and operational details will be substantially similar and not require an alternatives analysis.
- Prepare draft Stormwater Pollution Prevention Plan (SWPPP) and/or list of BMP measures, whichever is determined to be required. It is assumed a National Pollutant Discharge Elimination System (NPDES) permit is not required given scope of work.
- Perform testing of existing paint on railings and prepare mitigation plan for lead abatement, if determined required by the City. Use of lead paint was banned in 1978 and is therefore not likely present since the railing was replaced in 1986. Includes 1 day in field to gather up-to five (5) samples for Bulk Chip Analysis by Atomic Absorption Spectrometry (AAS). If collection of additional samples is required, we have provided a scope and fee to perform these services under Task 8B.
- It is assumed the City will prepare the Notice of Exemption (NOE) for the CE package, and also post/file the NOE with the County Clerk's office and the State Clearinghouse. It is assumed no filing fees are required by the County Clerk's office and any applicable filing fees will be covered by the City.

## Task 4 – Entitlement/Permit Filing Services

M&N will lead the permitting task. Permits will be required from several agencies at different levels of government. Based on our experience and to conserve budget and expedite schedule, M&N may be able to eliminate the need for one or more permits identified under Task 4 of the RFP after further consultation with the City and responsible agencies. Our approach to permits is described below.

### Environmental Processing and Regulatory Agency Permitting Flow Chart



### Added Value Considerations

**Project Issue:** The critical path for schedule of the project will be the regulatory permitting and entitlement process. Navigating this process requires multiple rounds of coordination and familiarity with not only the necessary procedures, but also having the agency contacts to make the process go smoothly.

**Relevant Experience and Practical Solutions:** With M&N, the City will have a partner with years of experience coordinating approvals through various federal, state, and local regulatory permit agencies. We have successfully obtained permits for projects ranging in size from complex harbor dredging to simple replace-in-kind and maintenance projects within the coastal environment. M&N has direct-relevant experience with interacting with regulatory agencies and understands the process. Below is a flow chart to better illustrate our understanding.



## PIER RAILING REPLACEMENT PROJECT

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- California Coastal Commission (CCC). Coastal Commission staff will be contacted prior to permit application preparation to discuss the project and identify any special needs or potential issues. The Coastal Development Permit (CDP) application will be completed and submitted. It is likely that Coastal Commission staff will require additional information and M&N will work with City staff to obtain and provide this information. It is assumed that M&N staff attendance at the Coastal Commission Hearing will not be required.
- Regional Water Quality Control Board (RWQCB). No impacts are proposed to jurisdictional waters as all proposed work will occur on the pier deck; therefore, a Section 401 Certification or Waste Discharge Requirement (WDR) for water quality control from Los Angeles RWQCB is not anticipated; however, if early coordination determines one is required, M&N will prepare the 401 or WDR application and work with RWQCB staff to answer questions and provide additional information to obtain the 401 certification or WDR.
- U. S. Army Corps of Engineers (USACE). No impacts are proposed to jurisdictional waters as all proposed work will occur on the existing pier deck and above the Ordinary High Water Mark; therefore, an USACE Section 10 (work in navigable waters) or a Section 404 (fill of Waters of the U.S.) permit is not anticipated; however, if early coordination determines a permit is required, M&N will prepare the permit application package for submittal to USACE. M&N staff will respond to USACE questions and follow-up with USACE staff as needed to obtain necessary permits.
- State of California, Department of Parks and Recreation (DPR). The Manhattan Beach Pier is listed as a historical landmark within the State Historical Resources Commission. M&N will submit the preferred conceptual design alternative to DPR for their review and comment, but it is not anticipated that a permit will be required through this agency.
- California Department of Fish and Wildlife (CDFW). Although the California Department of Fish & Wildlife (CDFW) may be involved as a biological resource consultation source to the Coastal Commission and Regional Water Quality Control Board, it is assumed that a CDFW permit will not be required for the proposed action.
- Local Permits. It is assumed the City will provide the “local approval” required by the CCC. M&N will work with City staff to obtain this, otherwise known as “approval in-concept”. Coordination and applications for final approval for City Building and Safety will be covered under Task 5.
- Local Agency Review. M&N will also submit the preferred conceptual design alternative to various local agencies for their review and comment, but it is not anticipated that a permit will be required through these agencies, as follows:
  - › City of Manhattan Beach Community Development Department (CDD).
  - › LA County Beaches and Harbors (LACBH).
  - › LA County Department of Public Works (LACDPW).
- Attend, organize and chair meetings with the local agencies to discuss their recommendations and provide clarification of design intent. The M&N Project Manager will conduct the following meetings in attendance with key M&N staff and City personnel:
  - › One (1) meeting with CCC staff;
  - › One (1) meeting with State Parks staff; and
  - › One (1) meeting with City Community Development Department staff

### Task 5 – Final Design/Construction Documents

Once a preferred replacement concept is decided upon, a final design will be performed and plans, specifications, and necessary construction documents prepared for necessary improvements. Construction technical specifications will be prepared and bid documents assembled in the preferred format.





## Added Value Considerations

**Project Issue:** The consultant selected will be required to adhere to the City requirements for contract documents as well as navigate through the City Building Department permit process.

**Relevant Experience and Practical Solutions:** In 2011, M&N assisted the City by providing inspection, assessment, recommendations for repair, and developed contract documents for rehabilitation to the existing Manhattan Beach Pier. We are familiar with the existing pier, the City's design standards and formats, and the local building permit process.

### Key Tasks include:

- Complete Contract Documents (30%, 60%, 100%, and Final). The design drawing package will include the following plan sheets:
  - › Plans will include the contractor staging area layout, demolition plans, structural plan sheets of the handrail and general details. Additional engineering information developed throughout the design process from 30%, 60%, 100% and Final plans will be included in the complete set. The plan set will also reflect all permit conditions required by the City, other agencies, and compliance with current ADA public access code requirements.
  - › Construction phasing plan with public access controls.
  - › Submit construction documents to building department for plan check approval / permit. Assumes all permit fees shall be paid by City.
- Complete Supplementary Technical Specifications (30%, 60%, 100%, and Final). The design specification package will include:
  - › Specifications will be prepared to describe and quantify construction methods and materials to the contractor.
  - › It is assumed that the City will provide all front end boiler-plate General Provisions and Standard Agreements as a Word file for revision by M&N. Addition Special Provisions, Technical Specifications, and Bid Forms will be prepared in a standard format in accordance with City guidelines.
- Complete Cost Estimate (30%, 60%, 100%, and Final).

### **Task 6 – Designs Support for the Final Bidding**

Once the City has obtained construction permits, construction bid services will be performed to issue the project for bid by construction contractors. M&N will assist the City with coordinating through the bidding process by addressing questions from potential bidders.

### Key Tasks include:

- Respond to potential bidder requests for clarification on drawings or specifications. Assume two (2) days of support for answering RFI's.

### **Task 7 – Design Support Service During Construction**

Once a bidder is selected to execute the proposed improvements, construction support services will be performed to ensure the design intent is carried out in the field.

### Key Tasks include:

- Respond to Request for Information (RFIs). Assume four (4) hours a week for the construction duration.
- Approve submittals for materials (Submittals). Assume two (2) hours a week for the



- construction duration.
- Perform site visit to observe construction conformance to design intent. One (1) site visit is assumed.
- Attend construction kickoff meeting with the City, Contractor, and Construction Manager.
- Prepare Record Drawings of the installation based on the bid documents and markups from the Contractor. It is assumed Record Drawings will be delivered in Mylar hard copy format for archival purposes in addition to electronic copy.
- Assumes any supplemental construction monitoring or surveys required by permitting agencies are not included in this proposal.

#### Task 8 – Additional Services as Needed

The following are not included in our proposal however we anticipate these being additional services the City may want to consider as part of the handrailing replacement project. Additional fees have been provided for these services, however the City may elect to approve these additional services at their discretion.

**Task 8A - As-Needed Meetings:** A fee has been provided for M&N attendance at additional public outreach, city council, or other as-needed meetings, if elected by the City. This scope assumes the following additional meetings to be included under this scope and fee.

Typical Key Tasks: Possible additional meetings may include:

- One (1) design review meeting with City staff;
- One (1) meeting with CCC staff; and
- One (1) meeting with State Parks staff.

**Task 8B - As-Needed Laboratory Testing:** Scope/fee for Task 1 through Task 7 assumes 1-day of field work, and laboratory testing of up-to five (5) railing samples for lead paint testing, and preparation of a mitigation plan for construction. A fee has been provided for performing an additional 1-day of field work, and laboratory testing of up-to an additional five (5) railing samples, if elected by the City. This would result in a total of ten (10) samples. These additional samples are included as a contingency in the event hazardous materials are found during the initial sampling.

Typical Key Tasks May Include:

- Additional field visits to gather five (5) additional samples for Bulk Chip Analysis by Atomic Absorption Spectrometry (AAS).

## PROJECT MANAGEMENT

Mr. Jerry Holcomb, PE, will provide overall supervision and management of the M&N team members. Working directly with the City's project manager, Mr. Holcomb will oversee the work assigned and manage the assigned team member(s).

We strongly believe communication within the M&N team, and with City's staff cannot be over-emphasized. These very important lines of communication will be established and documented. Reports will be prepared on a regular basis to keep City staff, at all levels, informed of the progress, including data needs, deliverables, schedule, and budget. Project costs, both design costs and estimated construction costs, will be a key element of all project reporting.

M&N will have clearly defined roles under the leadership of Jerry Holcomb. He will organize,



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assess, direct, integrate, coordinate, and control the work product. A Project Management Plan will be developed to keep the project on schedule and within budget.

M&N's project successes are based on flexibility and close coordination with clients during all phases of a project. This coordination is facilitated by supplementing the formal meeting process with action item lists, informal office visits, Newforma project management software, day-to-day communication options available such as email, shared files (FTP site), WebEx conferencing, video conferencing, etc., for a proactive approach to problem identification and resolution. Ultimately, successful coordination within the team will largely determine the project's success.

M&N has management tools in place to facilitate this coordination. One important tool is our Project Management Plan (PMP). The PMP is a flexible document that consists of a list of common-sense items that supplement the contractual scope of work. The PMP assists the Project Manager to identify, define, and prioritize the directive's essential elements and describe the process for completing the directive. Elements of the PMP items include:

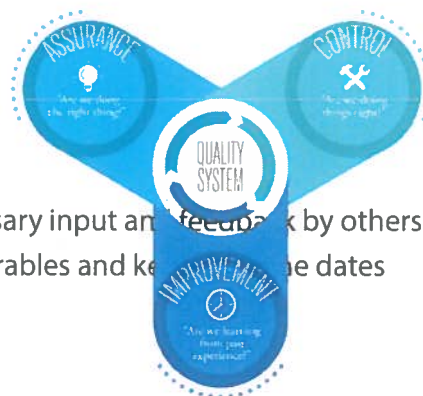
- Define the project scope and limitations
- Define the client's schedule and budget requirements
- Identify the client's staff and outside agencies that will review/approve documents
- Identify project phasing, staging, and permitting process
- List deliverables and schedules that apply to them
- Describe the team's communication plan
- Define the team composition including supervisory and technical lead relationships
- Identify the QA/QC reviewer and process
- Identify peer reviewers and technical advisory specialists
- Identify project risks and steps to minimize them
- Designate authority and responsibilities
- Describe responsibility for the format and schedule of progress reports and key presentations
- Define procedures for distribution and receipt of project information
- Describe how cost control systems will be applied to the project

## SCHEDULE, QUALITY, AND COST CONTROL

**Schedule Control:** Upon assignment, Project Manager Jerry Holcomb will develop a comprehensive project schedule, using Primavera or Microsoft Project, which will be submitted for approval. The project schedule will illustrate:

- Tasks required to complete the work
- Task durations and impact on other tasks
- Necessary input and feedback by others
- Deliverables and key milestones and dates

**Cost Control:** The cost segment of our PMP enables us to define responsibility, schedule, and direct labor budgets for each task. This information will be continually updated to reflect each directive's current status. We will use this system to develop financial forecasts, and to review these forecasts against actual expenditures in order to develop Cost Reports.





# PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH



**Quality Assurance/Quality Control:** M&N's work on numerous similar assignments has enabled us to develop a Quality process that works very well. We have a documented, formal, in-house QA/QC program, and it is M&N's policy to strive for excellence in the quality of all work performed. The basic components of our QA/QC program include:

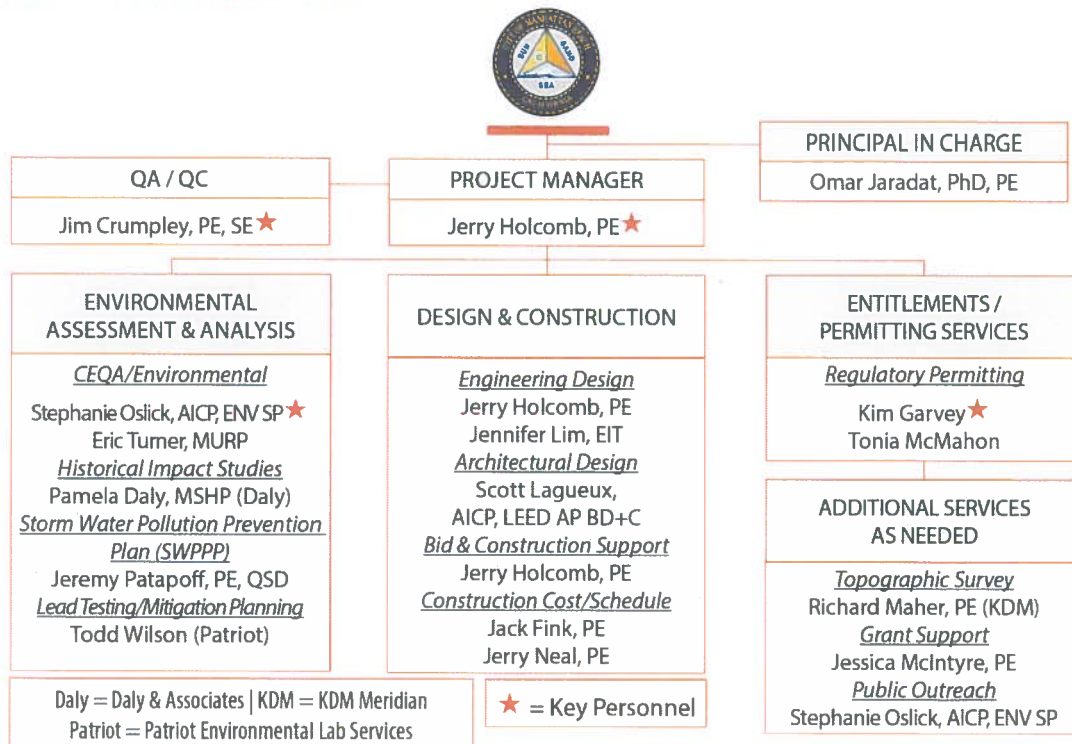
- A Quality Manager is identified who will develop a quality plan commensurate with the needs and budget of the directive and verify that the plan is implemented.
- The Quality Plan for each directive defines the deliverables and work products to be reviewed, who will review, and when.
- Senior Reviewers will not have an active role in the project design and will have a level of experience that exceeds that of the work being reviewed.
- Quality Plans are included in the overall Project Management Plan.
- The Quality Manager audits the project and the Project Manager, and then compiles the records of the review process.

## Statement of Qualifications

### M&N TEAM ORGANIZATION AND STAFF QUALIFICATIONS

We have assembled a highly-qualified, fully available, and proven team who have worked together on numerous projects—a team that not only provides forward thinking, quality planning, and design, but also a partner well prepared for the entire scope of the Pier Railing Project. M&N acknowledges and understands that we will not be allowed to change the subconsultants without written permission from the City.

### M&N TEAM ORGANIZATION CHART







## Contract Exceptions

Moffatt & Nichol has reviewed the Sample Agreement within Appendix A and can confirm we will execute the Agreement according to the terms and conditions stated with no exceptions. In addition, we have signed Appendices B, C, and D acknowledgment statements, which are attached to this proposal.

This proposal considers the following exclusions:

- It is assumed the existing pier concrete deck is in overall good condition, and repairs to concrete deck are not required beyond just simple patch with epoxy grout.
- It is assumed an National Pollutant Discharge Elimination System (NPDES) permit is not required for stormwater management given scope of work.
- The final regulatory permits may include “prior-to-issuance” conditions. It is not possible to predict the scope of these requirements, if any, M&N fees for these permit requirements is not included in the present budget.
- All permit fees are assumed to be paid directly by the City and are based on construction value.

## Subconsultant References

|  |   |
|--|---|
| KDM Meridian   |   |
| Client Name: Moffatt & Nichol  | Client Name: BGB Design Group   |
| Project: Bel Air Beach Club Groin, Malibu, CA                            | Project: Redondo Beach Pier Improvements, Redondo Beach, CA               |
| Dates: 2016 - 2017   | Dates: 2012   |
| Technical Expertise: Surveying services                                  | Technical Expertise: Surveying services                                   |
| Staff: Richard Maher, PLS  | Staff: Richard Maher, PLS   |
| Reference: Russ Boudreau, PE, Project Manager, (562) 426-9551            | Reference: Arthur Guy, President, (714) 545-2898                          |
| Patriot Environmental Laboratory Services                                |   |
| Client Name: Rose Bowl Operating Company                                 | Client Name: U.S. Navy  |
| Project: Rose Bowl Renovation Project, Pasadena, CA                      | Project: Naval Weapons Station, Seal Beach, CA                            |
| Dates: 2011 - 2013   | Dates: 2012   |
| Technical Expertise: Asbestos and lead-based paint inspections           | Technical Expertise: Asbestos and lead-based paint surveys                |
| Staff: TBD   | Staff: TBD  |
| Reference: Cathy Lama, Project Manager, (626) 577-3100                   | Reference: Bill Morgan, Project Manager, (562) 626-7208                   |
| Daly & Associates  |   |
| Client Name: Palm Springs Unified School District                        | Client Name: Commerce Construction Co., LLP                               |
| Project: Palm Springs High School Auditorium, Palm Springs, CA           | Project: Sunkist Production Plant Water Tank and Tower, Ontario, CA       |
| Dates: 2014 - 2015   | Dates: 2017 - 2018  |
| Technical Expertise: Review proposed renovations / historic significance | Technical Expertise: Repair and rehabilitation of the historic water tank |
| Staff: Pamela Daly   | Staff: Pamela Daly  |
| Reference: Julie Arthur, Exec. Director of Facilities, (760) 883-2710    | Reference: Matthew P. Vawter, Director of Western Region, (562) 948-4380  |










# PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH



## Project Schedule

| Task Name   | 2019-Q1   | 2019-Q2   | 2019 - Q3  | 2019 - Q4  | 2020-Q1   | 2020-Q2   | 2020 - Q |
|---|---|---|--|--|---|---|----------|
| NTP + Pre-Kickoff                                       |  |   |  |  |   |   |          |
| Preliminary Design Development                          |  | ①   |  |  |   |   |          |
| Public Outreach + City Council Meetings                 |   |  | ②  |  |   |   |          |
| Environmental Processing + Regulatory Agency Permitting |   |   |  |  |   | ③   |          |
| Final Design + Construction Documents                   |   |   |  |  | ④   |   |          |
| Building Department Review                              |   |   |  |  |  | ⑤   |          |
| Bid + Construction Support                              |   |   |  |  |   |  | ⑥        |

### Milestones:

- 1 = Submit Preliminary Design Documents
- 2 = Develop Meeting Minutes and Submit to City
- 3 = Final Regulatory Approval
- 4 = Submit Construction Documents for Building Permit
- 5 = Final Building Permit Approval
- 6 = Completion of Construction



# PIER RAILING REPLACEMENT PROJECT

## CITY OF MANHATTAN BEACH



### Resource Allocation Matrix

| RESOURCE ALLOCATION MATRIX<br>(Proposal # 1181-19)<br>Manhattan Beach Pier<br>Handrail Replacement |  |     | Moffatt & Nichol    |                 |              |             |            |            |             |               |                |               | Patrol                |                  | Daily             |                  | KDM            | TOTAL<br>HOURS |                    |
|--|--|-----|---------------------|-----------------|--------------|-------------|------------|------------|-------------|---------------|----------------|---------------|-----------------------|------------------|-------------------|------------------|----------------|----------------|--------------------|
|  |  |     | Supervised Eng./Sci | Senior Eng./Sci | Eng./Sci III | Eng./Sci II | Eng./Sci I | Staff Eng. | Senior Tech | CADD Designer | Wood Processor | General Clerk | Laboratory Specialist | Field Technician | Enviro Specialist | Enviro Assistant | Survey Manager |                | Project Supervisor |
|  |  |     | P-1                 | P-2             | P-3          | P-4         | P-5        | P-1, P-2   | T-5         | T-4           | A-4, A-3       | A-1, A-2      | F-3                   | F-1              | E-2               | E-1              | S-1            |                | P-1                |
| 2019 Billing Rate:   |  |     | \$258.00            | \$238.00        | \$221.00     | \$198.00    | \$174.00   | \$130.00   | \$191.00    | \$165.00      | \$113.00       | \$85.00       | \$120.00              | \$24.00          | \$134.00          | \$79.00          | \$103.00       | \$175.00       |                    |
| Task Description   |  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                |                    |
| TASK 1 - GENERAL PROJECT MANAGEMENT SERVICES   |  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                |                    |
| 1a   | General Admin, Coord'n, Tracking   |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 1.1  | Admin and Invoicing  | 2   |                     | 20              |              |             |            |            |             |               |                |               |                       | 10               |                   |                  |                |                | 32                 |
| 1.2  | Expenses / Incidentals   | 3   |                     | 6               |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 9                  |
| 1b   | QC - Data; Rpr Assignments; Dwgs   |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 1.3  | QA/QC -Management (30%, 60%, 100% and Final)   | 6   |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 6                  |
| 1c   | Meetings (Review design progress 2-mtg)  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 1.4  | Kick-Off Meeting (1-mtgs, with 2-staff)  |     |                     | 2               |              |             |            | 2          |             |               |                |               |                       |                  |                   |                  |                |                | 4                  |
| 1.5  | Design Review Meeting (5-mtgs, with 2-staff)   |     |                     | 10              |              |             |            | 10         |             |               |                |               |                       |                  |                   |                  |                |                | 20                 |
| TASK 1 - GENERAL PROJECT MANAGEMENT SERVICES TOTAL   |  |     | 11                  | 0               | 38           | 0           | 0          | 12         | 0           | 0             | 0              | 0             | 0                     | 10               | 0                 | 0                | 0              | 0              | 71                 |
| TASK 2 - PRELIMINARY DESIGN DEVELOPMENT  |  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                |                    |
| 2a   | Structural Design & Concepts   |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 2.1  | Preliminary Structural Design & Concepts   | 1   |                     | 2               | 2            |             |            | 6          |             |               |                |               |                       | 6                |                   |                  |                |                | 17                 |
| 2b   | Exhibits and Renderings  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 2.2  | CADD Plans   | 1   |                     | 2               | 2            |             |            | 4          |             | 8             |                |               |                       |                  |                   |                  |                |                | 17                 |
| 2.3  | Renderings   |     |                     |                 |              |             |            |            |             | 20            |                |               |                       |                  |                   |                  |                |                | 20                 |
| 2c   | Construction Specifications  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 2.4  | Preliminary General Specifications (Outline)   | 0.5 |                     |                 |              |             |            | 2          |             | 2             |                |               |                       |                  |                   |                  |                |                | 5                  |
| 2.5  | Preliminary Technical Specifications (Outline)   | 0.5 |                     |                 |              |             |            | 2          |             | 2             |                |               |                       |                  |                   |                  |                |                | 5                  |
| 2d   | Engineers Estimate & Schedule  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 2.6  | Prepare Preliminary Engineers Estimate   | 0.5 | 2                   |                 |              |             |            | 4          |             |               |                |               |                       |                  |                   |                  |                |                | 7                  |
| 2.7  | Prepare Preliminary Construction Schedule  | 0.5 | 2                   |                 |              |             |            | 4          |             |               |                |               |                       |                  |                   |                  |                |                | 7                  |
| 2e   | Public Outreach  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 2.8  | Attend City Council Meetings (2-mtgs, with 2-staff)  | 8   | 8                   | 8               | 8            |             |            | 16         |             |               |                |               |                       | 8                |                   |                  |                |                | 54                 |
| 2f   | Pier Topographic Survey  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 2.9  | Perform Topo Survey and Coordinate with City Staff   |     |                     | 4               | 4            |             |            | 16         |             |               |                |               |                       |                  |                   |                  | 40             | 30             | 94                 |
| TASK 2 - PRELIMINARY DESIGN DEVELOPMENT TOTAL  |  |     | 12                  | 12              | 16           | 16          | 0          | 54         | 0           | 28            | 4              | 0             | 0                     | 0                | 12                | 0                | 40             | 30             | 224                |
| TASK 3 - ENVIRONMENTAL ASSESSMENT / ANALYSIS   |  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                |                    |
| 3a   | Environmental Documentation  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 3.1  | CEQA Environmental Document (Project Description)  | 14  |                     |                 | 52           |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 66                 |
| 3.2  | Historic Impact Assessment Report (includes 1-day in field to gather photos for reporting)   | 2   |                     |                 | 4            |             |            |            |             |               |                |               |                       | 38               | 16                |                  |                |                | 60                 |
| 3.3  | SWPPP & BMPs   | 3   |                     | 12              |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 15                 |
| 3.4  | Lead Testing & Mitigation Plan (Includes 1-day in field to gather up-to five (5) samples for Bulk Chip Analysis by Atomic Absorption Spectrometry (AAS)) |     |                     | 2               |              |             |            | 2          |             |               |                |               | 10                    | 10               |                   |                  |                |                | 24                 |
| TASK 3 - ENVIRONMENTAL ASSESSMENT / ANALYSIS TOTAL   |  |     | 19                  | 0               | 14           | 56          | 0          | 2          | 0           | 0             | 0              | 0             | 10                    | 10               | 38                | 16               | 0              | 0              | 165                |
| TASK 4 - ENTITLEMENT / PERMIT FILING SERVICES  |  |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                |                    |
| 4a   | Regulatory Agency Permitting   |     |                     |                 |              |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 0                  |
| 4.1  | USACE - Application and Coordination   |     | 4                   |                 | 16           |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 20                 |
| 4.2  | CCC - Application and Coordination   |     | 16                  |                 | 30           |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 46                 |
| 4.3  | RWQCB - Application and Coordination   |     | 8                   |                 | 20           |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 28                 |
| 4.4  | CDFW - Application and Coordination  |     |                     |                 | 4            |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 4                  |
| 4.5  | State / LA County/ Local Permits - Coordination  |     | 4                   | 4               | 8            |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 16                 |
| 4.6  | As Needed Meetings (3-mtgs, with 2-staff)  | 4   | 12                  |                 | 8            |             |            |            |             |               |                |               |                       |                  |                   |                  |                |                | 24                 |
| TASK 4 - ENTITLEMENT / PERMIT FILING SERVICES TOTAL  |  |     | 4                   | 44              | 4            | 56          | 0          | 0          | 0           | 0             | 0              | 0             | 0                     | 0                | 0                 | 0                | 0              | 0              | 138                |



# PIER RAILING REPLACEMENT PROJECT

## CITY OF MANHATTAN BEACH



| RESOURCE ALLOCATION MATRIX<br>(Proposal # 1181-19)<br>Manhattan Beach Pier<br>Handrail Replacement |   | Moffatt & Nichol     |                 |              |             |            |           |             |               |                |                  | Patriot               |                  | Daly              |                  | KBM            |                    | TOTAL<br>HOURS |
|--|---|----------------------|-----------------|--------------|-------------|------------|-----------|-------------|---------------|----------------|------------------|-----------------------|------------------|-------------------|------------------|----------------|--------------------|----------------|
|  |   | Supervising Eng (So) | Senior Eng (So) | Eng (So III) | Eng (So II) | Eng (So I) | Staff Eng | Senior Tech | CADD Designer | Word Processor | General Clerical | Laboratory Specialist | Field Technician | Enviro Specialist | Enviro Assistant | Survey Manager | Project Supervisor |                |
| Labor Category   |   | P-7                  | P-8             | P-6          | P-4         | P-3        | P-1, P-2  | T-5         | T-4           | A-4, A-3       | A-1, A-2         | F-2                   | F-1              | E-2               | E-1              | S-2            | S-1                |                |
| 2019 Bidding Rate  |   | \$253.00             | \$238.00        | \$223.00     | \$196.00    | \$174.00   | \$133.00  | \$151.00    | \$150.00      | \$113.00       | \$88.00          | \$130.00              | \$74.00          | \$124.00          | \$79.00          | \$165.00       | \$178.00           |                |
| Task Description   |   |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    |                |
| <b>TASK 5 - FINAL DESIGN / CONSTRUCTION DOCUMENTS</b>  |   |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    |                |
| <b>5a</b>  | <b>Structural Design</b>                              |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 0              |
| 5.1  | Structural Design of Preferred Alternative            | 2                    |                 | 8            |             |            | 20        |             |               |                |                  |                       |                  |                   |                  |                |                    | 30             |
| <b>5b</b>  | <b>CADD Plans</b>                                     |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 0              |
| 5.2  | CADD Plans (30%, 60%, 100%, and Final)                | 1                    |                 |              |             |            |           |             | 40            |                |                  |                       |                  |                   |                  |                |                    | 41             |
| 5.3  | Renderings (30%, 60%, 100%, and Final)                |                      |                 |              |             |            |           | 20          |               |                |                  |                       |                  |                   |                  |                |                    | 20             |
| <b>5c</b>  | <b>Construction Specifications</b>                    |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 0              |
| 5.4  | General Specifications (30%, 60%, 100%, and Final)    | 1                    |                 | 4            |             |            | 8         |             |               | 4              |                  |                       |                  |                   |                  |                |                    | 17             |
| 5.5  | Technical Specifications (30%, 60%, 100%, and Final)  | 1                    |                 | 1            |             |            | 2         |             |               | 4              |                  |                       |                  |                   |                  |                |                    | 8              |
| <b>5d</b>  | <b>Engineers Estimate &amp; Schedule</b>              |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 0              |
| 5.6  | Prepare Engineers Estimate (30%, 60%, 100%, Final)    | 1                    | 4               | 2            |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 7              |
| 5.7  | Prepare Construction Schedule (30%, 60%, 100%, Final) | 1                    | 4               | 2            |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 7              |
| <b>TASK 5 - FINAL DESIGN / CONSTRUCTION DOCUMENTS TOTAL</b>  |   | 7                    | 8               | 17           | 0           | 0          | 30        | 0           | 60            | 8              | 0                | 0                     | 0                | 0                 | 0                | 0              | 0                  | 130            |
| <b>TASK 6 - DESIGN SUPPORT FOR FINAL BIDDING</b>   |   |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    |                |
| <b>6a</b>  | <b>Bid Support Services</b>                           |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 0              |
| 6.1  | Respond to RFIs and Request for Clarification         | 2                    |                 | 4            |             |            | 4         |             |               |                |                  |                       |                  |                   |                  |                |                    | 10             |
| <b>TASK 6 - DESIGN SUPPORT FOR FINAL BIDDING TOTAL</b>   |   | 2                    | 0               | 4            | 0           | 0          | 4         | 0           | 0             | 0              | 0                | 0                     | 0                | 0                 | 0                | 0              | 0                  | 10             |
| <b>TASK 7 - DESIGN SUPPORT SERVICES DURING CONSTRUCTION</b>  |   |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    |                |
| <b>7a</b>  | <b>Construction Support Services</b>                  |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 0              |
| 7.1  | KO Meeting (1-mtg, with 2-staff)                      | 2                    |                 | 2            |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    | 4              |
| 7.2  | RFI Responses   |                      |                 | 4            |             |            | 16        |             |               |                |                  |                       |                  |                   |                  |                |                    | 20             |
| 7.3  | Submittal Responses                                   | 2                    |                 | 20           |             |            | 24        |             |               |                |                  |                       |                  |                   |                  |                |                    | 48             |
| 7.4  | Site Visit (1-visit, with 2-staff)                    |                      |                 | 4            |             |            | 4         |             |               |                |                  |                       |                  |                   |                  |                |                    | 8              |
| 7.5  | Record Drawings                                       |                      |                 | 2            |             |            | 4         |             | 16            |                |                  |                       |                  |                   |                  |                |                    | 22             |
| <b>TASK 7 - DESIGN SUPPORT SERVICES DURING CONSTRUCTION TOTAL</b>                                  |   | 4                    | 0               | 32           | 0           | 0          | 48        | 0           | 16            | 0              | 0                | 0                     | 0                | 0                 | 0                | 0              | 0                  | 100            |
| <b>TASK 8 - ADDITIONAL SERVICES AS NEEDED</b>  |   |                      |                 |              |             |            |           |             |               |                |                  |                       |                  |                   |                  |                |                    |                |
| <b>8A</b>  | <b>As-Needed Meetings</b>                             | 8                    | 12              |              | 4           |            | 12        |             |               |                |                  |                       |                  |                   |                  |                |                    | 36             |
| <b>8B</b>  | <b>As-Needed Laboratory Testing</b>                   |                      |                 | 2            |             |            | 4         |             |               |                |                  | 10                    | 10               |                   |                  |                |                    | 26             |
| <b>TASK 8 - ADDITIONAL SERVICES AS NEEDED TOTAL</b>  |   | 8                    | 12              | 2            | 4           | 0          | 16        | 0           | 0             | 0              | 0                | 10                    | 10               | 0                 | 0                | 0              | 0                  | 62             |
| <b>TOTAL</b>   |   | 67                   | 78              | 127          | 162         | 0          | 186       | 0           | 104           | 12             | 0                | 20                    | 20               | 60                | 18               | 40             | 30                 | 900            |



AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND MOFFATT & NICHOL

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Moffatt & Nichol, a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of June 23, 2021 ("Effective Date").

RECITALS

A. On March 19, 2019, the City and Consultant entered into an agreement for professional services for the Consultant to provide Professional; Design Services for the Pier Railing Replacement Project ("Agreement");

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term and modify the Scope of Services.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2023, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$18,438.00 for a new Maximum Compensation of \$ 183,423.00.

Section 3. Exhibit A (Scope of Services) of the Agreement is hereby amended to include additional services by adding the services set forth in the attached Exhibit A (Scope of Services). Exhibit B (Approved Fee Schedule) of the Agreement is hereby amended by adding the attached Exhibit B (Approved Fee Schedule).

Section 4. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

[SIGNATURE PAGE FOLLOWS]


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


City:

Consultant:

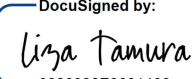
City of Manhattan Beach,  
a California municipal corporation

Moffatt & Nichol,  
a California corporation

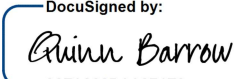
By:  DocuSigned by:  
EAD3C06646684FC... 6/29/2021  
Name: Bruce Moe  
Title: City Manager

By:  DocuSigned by:  
F5B2F6DFB0DB48D... 6/23/2021  
Name: Michael McCarthy  
Title: Vice President

ATTEST:

By:  DocuSigned by:  
0826026F8881466... 6/29/2021  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

By:  DocuSigned by:  
06FA866DAA974E0... 6/29/2021  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

By:  DocuSigned by:  
026821C0040B4B0... 6/28/2021  
for Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

By:  DocuSigned by:  
F0F4AFF3A002452... 6/23/2021  
Name: Erick Lee  
Title: Interim Public Works Director

## **EXHIBIT A SCOPE OF SERVICES**

### **Task 8C – Railing Sample Procurement and Coordination**

The goal of this task is to obtain additional railing samples from a short-list of railing coating manufacturers for the purpose of selecting a preferred railing material and color scheme alternative. Railing samples procured during this task will be utilized by City Council to select a preferred railing system and coating application. Once a preferred railing system is selected it is understood Moffatt & Nichol (M&N) will then be given the Notice-to-Proceed with preparation of final design documents by City staff, to be performed under M&N's current professional services agreement.

#### **Task 8C.1 – Coordination with Metal Fabricator & Coating Manufacturers for Procurement of Railing Samples**

- M&N will coordinate with a local metal fabricator (Paramount Metal & Supply Co.) to procure aluminium stock tubing that can then be sent to railing coating manufacturers to obtain a railing sample. These efforts include:
  - Procurement of raw aluminium tube by a metal fabricator that can then be sent to coating manufacturers for final finishing. (6 ea.) Aluminium 2 ½" SCH 40 Pipe cut at 12" long, with mill finish.
- Perform coordination with a short-list of railing coating manufacturers to procure additional railing coating samples. M&N has already coordinated with one (1) railing coating manufacturer to obtain a railing sample (CraneVeyor Corp.) M&N will coordinate with a short-list of an additional three (3) manufacturers to obtain additional samples, anticipated to include ACE Impregnation and Anodizing, Techno West, and LineTec. The purpose is to verify the ability to procure the intended aluminium railing material in the desired "seafoam green" color. In addition, this will provide a pre-approved list of manufacturers that will be provided as part of the performance specifications and final design package for construction bid, to be performed under M&N's current professional services agreement. Efforts will focus on collecting two (2) samples from each manufacturer resulting in up-to a total of six (6) individual railing samples. These efforts include:
  - Procurement of samples with coating application by railing manufacturers for a Fluorocarbon (PVDF) coating system in the desired "seafoam green" color.
  - Shipping and receiving of samples to coating manufacturers and City.
  - Emails and teleconference discussions with manufacturers to address questions and requests for information.

## **Task 8C.2 – Meetings and Project Management**

- M&N will attend meetings to clarify deliverables and discuss recommendations, including:
  - One (1) tele-conference meeting with each of the three (3) short-listed railing coating manufacturers to clarify sample request requirements, schedules, and lines of communication.
  - Two (2) tele-conference progress meetings with City staff.

### **Deliverables**

Procurement of up-to a total of six (6) individual railing samples (as provided by railing coating manufacturers).

### **Exclusions/Assumptions**

Assumes only the three (3) coating system manufacturers identified will be contacted for procurement of railing samples. Additional manufacturer outreach is excluded from this scope of services

M&N cannot guarantee or warranty the quality and/or exact color match of samples received from third-party railing coating manufacturers. Samples received will be sent to City “as-is” without allowance for efforts needed to correct any deficiencies. Only one round of samples and coordination is assumed to be required from each manufacturer.

This scope of services is based on quotes received from third-party vendors. It is assumed adjustments in material prices above those quoted in this scope of services from manufacturers are excluded and will be covered at market value.

## **Task 8D (OPTIONAL) – Additional Regulatory Permitting Support**

- M&N was originally contracted by the City to provide environmental documentation, regulatory permit coordination, final design documents, and provide construction support services for the Manhattan Beach Pier Railing Replacement project. The scope of work was prepared with the assumption that a permit through the California Coastal Commission (CCC) could be issued as an amendment to the previously completed Roundhouse Aquarium Improvement project (2017). It is understood from recent coordination between City staff and CCC that a full Coastal Development Permit (CDP) application may be required for CCC to move forward with consideration of the project. This scope of services is to provide additional support needed to prepare a full CDP application beyond what M&N was already contracted to perform under M&N’s current professional services agreement. This scope of services takes into account the previous work already completed to prepare an exemption application that was denied, ability to reuse any information

from that previous application, and the remaining budget left for this task under M&N's current contract.

#### **Task 8D.1 – Prepare Regulatory Permit Application**

- Provide support to City for preparation of CDP application. The City recently received direction from CCC that a full CDP application will likely be required to allow the railing replacement construction. It is understood M&N will prepare a permit application and provide to City for transmittal to CCC. It is assumed that City staff will respond to all CCC comments/questions on the CDP application and follow-up with CCC staff, as necessary. It is also assumed M&N staff attendance at the Coastal Commission Hearing will not be required.

#### **Task 8D.2 – Meetings and Project Management**

- M&N will attend meetings to clarify deliverables and discuss recommendations, including:
  - Two (2) tele-conference progress meetings with City staff.

#### **Deliverables**

Coastal Development Permit Application Package

#### **Exclusions/Assumptions**
































This scope of work does not include effort beyond the preparation and submittal of the CDP application, e.g., it does not include follow-up coordination with CCC staff or response to CCC staff questions/comments on the CDP application. It is assumed City will lead all permitting efforts with M&N to only provide figures and support for permit applications. Assumes all permit fees shall be paid by City.

It is assumed additional support is not required for obtaining regulatory permit approval through any other jurisdiction other than CCC, including coordinating with the US Army Corps of Engineers, Regional Water Quality Control Board, State Lands Commission, and California Department of Fish and Wildlife.

Key personnel for the services described above include:

| Member                | Company | Role                       |
|-----------------------|---------|----------------------------|
| Omar Jaradat, PhD, PE | M&N     | Principal in Charge        |
| Jerry Holcomb, PE     | M&N     | Project Manager            |
| Kim Garvey            | M&N     | Regulatory Permitting Lead |

## Project Schedule

|  | WEEKS   |  |   |   |   |   |   |   |   |   |    |
|--|---|--|---|---|---|---|---|---|---|---|----|
| Task or Milestone  |   | 1  | 2   | 3   | 4   | 5   | 6   | 7   | 8 | 9 | 10 |
| Pier Railing Replacement Project   |   |  |   |   |   |   |   |   |   |   |    |
| NTP  |  |  |   |   |   |   |   |   |   |   |    |
| Task 8C - Railing Sample Procurement and Coordination  |   |  |  |  |  |  |  |  |   |   |    |
| → Metal Fabricator and Coating Manufacturer Coord'd  |   |  |  |  |  |  |  |  |   |   |    |
| → Meetings and Project Management  |   |  |   |   |   |   |  |  |   |   |    |
| Task 8D - Additional Regulatory Permitting Support   |   |  |  |  |  |  |   |   |   |   |    |
| → Prepare Regulatory Permit Application  |   |  |  |  |  |  |   |   |   |   |    |
| → Meetings and Project Management  |   |  |   |   |   |  |  |  |   |   |    |
| Begin Regulatory Permit Coordination  |   |  |   |   |   |   |   |   |   |   |    |

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

Based upon the scope of services, M&N will assist the City on a “Time-and-Materials” basis in accordance with M&N’s fee proposal shown in below. This amount will not be exceeded without prior written approval from the City.

| Task No.     | Description  | Fee             |
|--------------|--|-----------------|
| 8C           | Railing Sample Procurement and Coordination <sup>1</sup> | \$9,471         |
| 8D           | Additional Regulatory Permitting Support (Optional)      | \$8,967         |
| <b>TOTAL</b> |  | <b>\$18,438</b> |

<sup>1</sup> Includes Other Direct Cost’s from material procurement, shipping, and Subconsultant markup.



CNA PARAMOUNT

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

**I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** in the performance of your ongoing operations subject to such **written contract**; or
- B.** in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
  - 1. the **written contract** requires you to provide the additional insured such coverage; and
  - 2. this **coverage part** provides such coverage.

**II.** But if the **written contract** requires:

- A.** additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** additional insured coverage with "arising out of" language; or
- C.** additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

**WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

**III.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- A.** coverage broader than required by the **written contract**; or
- B.** a higher limit of insurance than required by the **written contract**.

**IV.** The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A.** the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
  - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
  - 2. supervisory, inspection, architectural or engineering activities; or
- B.** any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

**V.** Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CONTINENTAL CASUALTY COMPANY

Insured Name: MOFFATT & NICHOL

Policy No: 6056712992

Endorsement No: 26

Effective Date: 11/22/2020





**CNA PARAMOUNT**

## Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

### Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

**VI.** Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

**VII.** Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

**Written contract** means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A.** is currently in effect or becomes effective during the term of this policy; and
- B.** was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Page 2 of 2

CONTINENTAL CASUALTY COMPANY

Insured Name: MOFFATT & NICHOL

Policy No: 6056712992

Endorsement No: 26

Effective Date: 11/22/2020



## Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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| <b>5. Bodily Injury – Expanded Definition</b>   |
| <b>6. Broad Knowledge of Occurrence/ Notice of Occurrence</b>                                 |
| <b>7. Broad Named Insured</b>   |
| <b>8. Contractual Liability – Railroads</b>   |
| <b>9. Estates, Legal Representatives and Spouses</b>  |
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| <b>25. Unintentional Failure To Disclose Hazards</b>  |
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## Architects, Engineers and Surveyors General Liability Extension Endorsement

### 1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A. through I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

- (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and
- (2) was executed prior to:
  - (a) the **bodily injury** or **property damage**; or
  - (b) the offense that caused the **personal and advertising injury**,  
for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

- (1) a higher limit of insurance than required by such contract or agreement; or
- (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A. through I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

#### A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

- 1. such person or organization's financial control of a **Named Insured**; or
- 2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

#### B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

#### C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

- a. in connection with the **Named Insured's** premises; or
- b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

- 1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. supervisory, inspection, architectural or engineering activities.

#### D. Lessor of Equipment



## Architects, Engineers and Surveyors General Liability Extension Endorsement

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

### I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
  - a. the **Named Insured's** acts or omissions; or
  - b. the acts or omissions of those acting on the **Named Insured's** behalf,
 in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

### 2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

### 3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

### 4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:



&lt;MARKETABLE PRODUCT NAME&gt;

## Architects, Engineers and Surveyors General Liability Extension Endorsement

services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

### 24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

### 25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

### 26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

### 27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

**Note:** The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:





## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

#### I. LIABILITY COVERAGE

##### A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,
  - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
  - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
  - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

#### B. Bail Bonds and Loss of Earnings

**Section II, Paragraphs A.2.a.(2) and A.2.a.(4)** are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from \$2,000 to \$5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from \$250 to \$500 a day.

#### C. Fellow Employee

**Section II, Paragraph B.5** does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

#### II. PHYSICAL DAMAGE COVERAGE

##### A. Towing

**Section III, Paragraph A.2.**, is revised to include Light Trucks up to 10,000 pounds G.V.W.

##### B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

##### C. Transportation Expenses

**Section III, Paragraph A.4.a.** is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

##### D. Loss of Use Expenses

**Section III, Paragraph A.4.b.** is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

##### E. Personal Property

The following is added to **Section III, Paragraph A.4.**




**Business Auto Policy  
Policy Endorsement**
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**
**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Moffatt & Nichol

**Endorsement Effective Date:** 11/22/2020

**SCHEDULE**
**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT  
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

Form No: CA 04 44 10 13

Policy No: 6056712989

Policy Effective Date:  
11/22/2020

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 11/22/2020 forms a part of Policy No. WC 019-39-7906

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

### Schedule

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,
2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT.

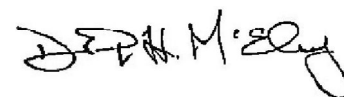
This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

WC 00 03 13  
(Ed. 04/84)

Countersigned by \_\_\_\_\_



Authorized Representative

## BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

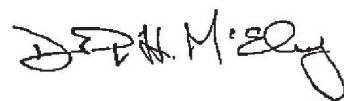
This endorsement, effective 12:01 AM 11/22/2020 forms a part of Policy No. WC 019-39-7907

Issued to MOFFATT & NICHOL

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

We have a right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization with whom you have a written contract that requires you to obtain this agreement from us, as regards any work you perform for such person or organization.

The additional premium for this endorsement shall be 2.00 % of the total estimated workers compensation premium for this policy.





## CNA Paramount Excess and Umbrella Liability Policy Declarations

### Schedule of Underlying Insurance

| Underlying Insurer<br>Policy Number<br>Policy Period<br>Note:                          | Underlying Insurance | Coverages  | Limits of Insurance  |
|--|----------------------|--|--|
| Continental Casualty Company<br>6056712992<br>11/22/2020 to<br>11/22/2021              | General Liability    | Each Occurrence Limit<br>Policy Aggregate Limit<br>General Aggregate Limit<br>Per Location : yes<br>Per Project : yes<br>Products/ Completed Operations Aggregate Limit<br>Personal and Advertising Injury Liability Limit | \$1,000,000<br>\$10,000,000<br>\$2,000,000<br><br><br>\$2,000,000<br>\$1,000,000 |
| Transportation Insurance Company<br>6056712989<br>11/22/2020 to<br>11/22/2021          | Auto Liability       | Combined Single Limit  | \$1,000,000  |
| AIG/National Union Fire Insurance Company<br>WC19397906<br>11/22/2020 to<br>11/22/2021 | Employers Liability  | Bodily Injury by Accident- Each Accident Limit<br>Bodily Injury by Disease - Policy Limit<br>Bodily Injury by Disease - Each Employee Limit  | \$1,000,000<br>\$1,000,000<br>\$1,000,000  |

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 2 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6079627982

Policy Effective Date: 11/22/2020

Policy Page: 9 of 53



## CNA Paramount Excess and Umbrella Liability Policy Declarations

| <b>Underlying Insurer<br/>Policy Number<br/>Policy Period<br/>Note:</b>                                       | <b>Underlying Insurance</b> | <b>Coverages</b>   | <b>Limits of Insurance</b>   |
|---|-----------------------------|--|--|
| AIG/National Union Fire Insurance Company<br><br>WC19397907<br><br>11/22/2020 to<br>11/22/2021                | Employers Liability         | Bodily Injury by Accident- Each Accident Limit<br><br>Bodily Injury by Disease - Policy Limit<br><br>Bodily Injury by Disease - Each Employee Limit  | \$1,000,000<br><br>\$1,000,000<br><br>\$1,000,000  |
| Continental Casualty Company<br><br>6056712992<br><br>11/22/2020 to<br>11/22/2021                             | Employee Benefits Liability | Each Employee Limit<br><br>Aggregate Limit   | \$1,000,000<br><br>\$2,000,000   |
| THE INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA (AIG)<br><br>WR10001073<br><br>11/22/2020 to<br>11/22/2021 | Foreign General Liability   | Each Occurrence Limit<br><br>General Aggregate Limit<br>Per Location : no<br>Per Project : no<br>Products/ Completed Operations Aggregate Limit<br>Personal and Advertising Injury Liability Limit | USD (\$)2,000,000<br><br>USD (\$)4,000,000<br><br><br><br>USD (\$)4,000,000<br><br>USD (\$)2,000,000 |

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 3 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6079627982

Policy Effective Date: 11/22/2020

Policy Page: 10 of 53



## CNA Paramount Excess and Umbrella Liability Policy Declarations

| <b>Underlying Insurer<br/>Policy Number<br/>Policy Period<br/>Note:</b>   | <b>Underlying Insurance</b>            | <b>Coverages</b>   | <b>Limits of Insurance</b>  |
|---|--|--|---|
| THE INSURANCE<br>COMPANY OF THE STATE<br>OF PENNSYLVANIA (AIG)<br><br>WR10001073<br><br>11/22/2020 to<br>11/22/2021 | Foreign Auto Liability                 | Combined Single Limit  | USD (\$)1,000,000   |
| THE INSURANCE<br>COMPANY OF THE STATE<br>OF PENNSYLVANIA (AIG)<br><br>WR10001073<br><br>11/22/2020 to<br>11/22/2021 | Foreign Employers<br>Liability         | Bodily Injury by Accident- Each<br>Accident Limit<br><br>Bodily Injury by Disease - Policy<br>Limit<br><br>Bodily Injury by Disease - Each<br>Employee Limit | USD (\$)1,000,000<br><br>USD (\$)1,000,000<br><br>USD (\$)1,000,000 |
| THE INSURANCE<br>COMPANY OF THE STATE<br>OF PENNSYLVANIA (AIG)<br><br>WR10001073<br><br>11/22/2020 to<br>11/22/2021 | Foreign Employee<br>Benefits Liability | Each Occurrence Limit<br><br>Aggregate Limit   | USD (\$)1,000,000<br><br>USD (\$)1,000,000                          |

### Forms and Endorsements Attached to this Policy

**See SCHEDULE OF FORMS AND ENDORSEMENTS**

Form No: CNA75501XX (03-2015)

Policy Declarations Page: 4 of 5

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: CUE 6079627982

Policy Effective Date: 11/22/2020

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