

DESIGN SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between the City of Manhattan Beach, a California municipal corporation (“City”) and Jeffrey Miller Architecture and Design Corporation, a California corporation, (“Consultant”). The date this Agreement is executed by the City Manager shall be the date this Agreement is effective (“Effective Date”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City issued Request for Proposals/Request for Qualifications No. E1276-22S (RFP/RFQ) on February 22, 2023, titled “Professional Design Services for Five City Public Building Facilities Remodel Projects”. Consultant submitted a proposal dated March 31, 2023, in response to the RFP/RFQ.

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”) to provide design services for Five City Public Building Facilities Remodel Projects, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Jeffrey Miller, Principal Architect (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.

Approved for Use 3/1/2021

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

D. Standard of Performance. 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.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2024, unless sooner terminated as provided in Section 12 of this Agreement or extended. The Public Works Director or his/her designee may extend the term of the Agreement in writing for up to two additional one-year terms, or such other term not to exceed two years from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new consultant, whichever is less.

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 \$49,000 (the "Maximum Compensation") for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit B**.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services 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. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. 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. Invoices must be submitted to Katherine Doherty, City Engineer, kdoherty@manhattanbeach.gov. 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, consultants 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).

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, consultants 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, consultants 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 \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If 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 \$2,000,000.00 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. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. 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:

TO CITY:

City of Manhattan Beach Public Works
Attn: Public Works Director
3621 Bell Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

Jeffrey Miller Architecture and Design
Attn: Jeffrey Miller, Principal Architect
516 N. Sepulveda Blvd, Suite 201
Manhattan Beach, CA 90266

COPY TO CITY ATTORNEY:

City of Manhattan Beach
Attn: City Attorney
1400 Highland Avenue
Manhattan Beach, CA 90266

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 and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of 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]

EXHIBIT A SCOPE OF SERVICES

Jeffrey Miller Architecture and Design (JM|A+D) will provide architecture and interior design, documentation, and permitting services required for non-structural tenant improvement projects and coordination in the development of construction for the implementation of the digital art wall project.

DIGITAL ART WALL (TASK A)

JM|A+D shall coordinate the development of Construction Documents for the implementation of a 13.78' x 7.75 digital art wall for the display of rotating artwork to be procured and installed by the City. Their role will be predominantly in the coordination of the work between the sub-consultants, inclusive of Structural, Mechanical, Electrical and Low Voltage engineers with fabricator and AV integrator through the production of backgrounds and coordination of drawings and details.

The project has been broken into two design/documentation phases appropriate to the limited scope with a concurrent phase for permitting and construction.

Schematic Design

After the initial meeting with stakeholders, JM|A+D's design team would develop 2-3 options including white box visualizations/experiential renderings of each option to be presented 1 to 2 weeks after the initial meeting.

After the renderings presentation, JM|A+D will make revisions and begin engagement with subcontractors to collaboratively develop solutions for implementation of equipment and identify any constraints.

JM|A+D's design team will present the final package prior to the issuance with rendered imagery of the final scheme. Revisions will be made, if needed, and once accepted their design team will move into Construction Documents.

Construction Documents

The accepted design will be implemented into a set of coordinated construction documents to be submitted for permitting approval and ultimately Issued for Construction. JM|A+D will present progress to the City and concurrently develop the following items for permit submission.

- Code and Disabled Access Compliance
- Impact of Electrical and Heat Loads to building systems
- Remote head end controls closet/data cabinet and connectivity to building infrastructure

- Development of attachment, seismic and other details where the system interfaces with the building

Support Services

JM|A+D services shall also include the following ongoing services for the duration of the project.

- Project Management – prepare a project schedule and hold regularly scheduled status meetings including coordination of sub-consultants.
- Background Research – research, obtain available drawings, and perform site investigations of existing conditions to be accurately depicted on the plans.
- Base Set of Plans – based upon record drawings and on-site investigations, prepare a base set of plans from which to prepare the design.
- Agency Coordination – regularly maintain contact with the City project manager and meet with Stakeholders as needed to assure the design meets the intentions of the project.

Permitting

The 90% Construction Document set is intended to be used for submission for permit. The City may take up to 20 working days to review the drawings. JM|A+D will respond to City comments and meet with city officials as required to secure the permit concurrent with the development of the final construction documents.

Construction

When the permit is secured, JM|A+D will produce an Issued for Construction drawing set for implementation into the field. A contractor has been selected and the set would not need to be competitively bid.

- Construction Administration typical duties
- Training/instructions for archival close-out documents

Timeline

1. JM|A+D anticipates the following timeline for completing documentation for the Digital Art Wall. The proposed timeline is estimated and may change dependent on consultant input and timely feedback from the City. JM|A+D proposes to commence project Kick-Off on May 19th, 2023. Please see below for the general timeline:

Schematic Design	3 weeks
Construction Documents	8 weeks
Permitting	(Included in CD's)

Construction Administration 4 weeks

Total: 15 weeks

Additionally, Holidays defined in this proposal are 5/29/23, 6/19/23, 7/4/23, 9/4/23, 10/9/23, 11/10/23, 11/23/23, 11/24/23, 12/21/23, 12/26/22 through 1/2/23. Holidays can be negotiated depending on case-by-case circumstances.

2. The outlined timeline is contingent upon the timely release of phase, approvals, and feedback from the City and its consultants and vendors.

Additional Design Services (TASK B)

JM|A+D will provide additional design services for the Digital Art Wall Project if deemed necessary by the City throughout the project's duration. For this task, JM|A+D will prepare Task Proposal for City's approval in writing before any work is initiated. Each Task Proposal shall also contain an estimated cost for the task and a not-to-exceed amount which shall include all labor costs and expenses.

EXHIBIT B APPROVED FEE SCHEDULE

City Hall Digital Art Wall Project																
Description	Principal			Consulting Director		PM		Staff Architect		Draftsperson		Direct Costs	TAP STUDIO (INTERIORS)	TY Eng (Structural)	REX (MEP)	PRJ X TOTAL
	Wks	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount					
TASK A - NON-OPTIONAL WORK																
Schematic Design (3 weeks)	3	6	\$1,350.00	0	\$0.00	3	\$465.00	3	\$435.00	54	\$6,210.00	\$8,460.00	\$0.00	\$800.00	\$1,000.00	\$10,260.00
Design Development	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$1,500.00	\$3,000.00	\$4,500.00
Construction Documents	8	8	\$1,800.00	0	\$0.00	7	\$1,085.00	7	\$1,015.00	63	\$7,245.00	\$11,145.00	\$0.00	\$1,500.00	\$6,500.00	\$19,145.00
Permitting	0	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Administration	4	8	\$1,800.00	0	\$0.00	4	\$620.00	8	\$1,160.00	8	\$920.00	\$4,500.00	\$0.00	\$800.00	\$0.00	\$5,300.00
TASK B - OPTIONAL WORK (REQUIRES WRITTEN AUTHORIZATION)																
If Necessary - Additional Design Services		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,795.00
Total for Non-Optional Work		22	\$4,950.00	0	\$0.00	14	\$2,170.00	18	\$2,610.00	125	\$14,375.00	\$24,105.00	\$0.00	\$4,600.00	\$10,500.00	\$39,205.00
Total for Optional Work		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,795.00
PROJECT TOTAL (All Tasks)		22	\$4,950.00	0	\$0.00	14	\$2,170.00	18	\$2,610.00	125	\$14,375.00	\$24,105.00	\$0.00	\$4,600.00	\$10,500.00	\$49,000.00

Fee

Services will be provided for the sum of Forty-Nine Thousand Dollars and Zero cents (\$49,000.00) for services identified in the above Approved Fee Schedule table based on estimated hours by the task at the rate schedule noted. JM|A+D may provide additional services beyond the report at an hourly rate based on current Terms and Conditions upon City's approval.

Consultant and or Engineers fee breakdown can also be found on the Approved Fee Schedule table. Payment is due by check upon receipt of monthly billings.

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN
THE CITY OF MANHATTAN BEACH AND JEFFREY MILLER ARCHITECTURE
AND DESIGN

This First Amendment (“Amendment No. 1”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and Jeffrey Miller Architecture and Design Corporation, a California corporation (“Consultant”), (collectively, the “Parties”), is hereby made effective as of the date of the last authorized representative signature below (“Effective Date”).

RECITALS

A. On May 25, 2023, the City and Consultant entered into an agreement for professional services for the Consultant to provide Professional Design Services for Five City Public Building Facilities Remodel Projects (“Agreement”);

B. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term, and modify the Scope of Services to add additional 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 amended and restated as follows:

Section 2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2025, unless sooner terminated as provided in Section 12 of this Agreement or extended. The City Manager, or his/her designee, may extend the term of the Agreement in writing for one-year , or such other term not to exceed one year from the date of termination, pursuant to the same terms and conditions of this Agreement. If not renewed prior to the termination date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new consultant, whichever is less.

Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$273,157.00, for a new Maximum Compensation of \$ 322,157.00.

Section 3. Exhibit A “Scope of Services” of the Agreement is hereby amended to include the attached Exhibit A of this Amendment No. 1.

Section 4. Exhibit B “Approved Fee Schedule” of the Agreement is hereby amended to include the attached Exhibit B of this Amendment No. 1.

Section 5. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year of the last authorized representative signature shown below.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

Jeffrey Miller Architecture and Design
a California corporation

DocuSigned by:
By: Bruce Moe, City Manager
Name: Bruce Moe 8/7/2023
Title: City Manager

DocuSigned by:
By: Jeffrey A. Miller
Name: Jeffrey A. Miller 8/1/2023
Title: Principal Architect

ATTEST:

DocuSigned by:
By: Sally Drum, COO
Name: Sally Drum 8/1/2023
Title: Chief of Operations

DocuSigned by:
By: Martha Alvarez 8/7/2023
Name: ~~Liza Tamura~~ - Martha Alvarez
Title: ~~City Clerk~~ Acting City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
Name: Quinn M. Barrow 8/3/2023
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Julie Bondarchuk
Name: Julie Bondarchuk 8/3/2023
Title: Acting Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee 8/2/2023
Title: Public Works Director

EXHIBIT A SCOPE OF SERVICES

Jeffrey Miller Architecture and Design (JM|A+D) shall provide architecture and interior design, documentation, and permitting services required for non-structural tenant improvement projects and coordination in the development of construction for the implementation of the following additional projects.

Task A – Required

PUBLIC WORKS WAREHOUSE

Schedule: July 2023 – February 2024

Modification: 350-700 SF Area

This project reconfigures the ground-level space of an existing warehouse to include the following:

- Subdivision of large admin office into a medium admin office and small coin counting room
- Creation of one (1) enclosed and one (1) open workstation in the storefront area
- Creation of climate-controlled server room for existing and future servers
- Modification of HVAC loads
- Associated disabled access expenditures

This project will be implemented through a more traditional phased approach, but given the de minimis scope may combine the Design Development and Construction Documents phases. The process will be initiated through conversations with stakeholders and occupants to better understand the issues with the existing facility, interpreted through presented concept/schematic diagrams, and plans over two (2) design meetings, which may include finishes, albeit from the photos JM|A+D assume these spaces champion cost-effective functionality over aesthetics.

The approved schematic plans will be distributed through drawing/model backgrounds to the design team to include mechanical, electrical, and plumbing engineering and input from low voltage, data systems, and security consultants or vendors to lead the coordination of or participate in:

- Recurring Project Meetings
- Assessment of B Type occupancy within S Type/Motor Vehicle Related occupancy
- Evaluation and remedial recommendations of building enclosure at Server Room
- Evaluation and remedial details for Disabled Access
- Optimization of existing HVAC system and supplemental new units for Server Room
- Coordination of HVAC equipment with electrical and plumbing (condensate) systems

- Documentation necessary for building permits and submissions necessary for departmental clearances

This should not take more than two (2) months in construction and assume four site observations at the completion of demolition, electrical/data rough-in, enclosure dry-in, and punch list culminating with the issuance of a certificate of substantial completion. JM|A+D has indicated four (4) weeks for permit submission and resubmission, as noted in the RFP.

JM|A+D will participate in the commissioning and close-out procedures as required.

CITY HALL IT OFFICE REMODEL

Schedule: July 2023 – March 2024

Modification: 2,000 SF Area

This project reconfigures the existing IT offices to include the following:

- Physical help desk
- Create an access control point in the balance of the office
- Evaluation of interior acoustical performance and recommendations to mitigate noise
- Evaluate equipment repair area and make recommendations for more efficient workspaces and storage areas
- Modification of back office to accept existing plotter and additional workstation
- Evaluation of overall space to generate recommendations to refresh the area and enhance staff comfort and utility within spaces
- Associated disabled access expenditures

This project will be implemented through a more traditional phased approach initiated through conversations with stakeholders and users to better understand the project goals and how design may alleviate pain points within the existing offices. JM|A+D with TAP Studio will synthesize recommendations through presented concept/schematic diagrams and plans over three (3) schematic design meetings.

- **Meeting 01** will be primarily focused on layout, adjacencies, and evaluation of effectiveness of floor plan/floor plan options in capturing the City Program. Meeting 01 will include a general discussion to establish a project attitude towards finishes and lighting and acoustical mitigation strategies, which may include:
 - Modifications to furniture/equipment
 - Modification of ceiling, wall, and floor finishes for better-performing products
 - Inclusion of sound masking system
 - Inclusion of acoustic wall panels

- Discussion of lack of access to natural light within space and recommendations
- **Meeting 02** will include a presentation of the revised floor plan based on feedback with whitebox interior 3D experiential views and a presentation of three (3) materials palettes. Strategies for MEP implementation, daylighting if possible, or artificial daylighting if not possible to bring natural light in, will be discussed.
- **Meeting 03** will be to present the final Schematic Design package.

The approved schematic plans will be distributed through drawing/model backgrounds to the design team to include mechanical and electrical engineering and input from low-voltage, data systems and security consultants or vendors.

JM|A+D will lead the team in coordination of:

- Recurring Project Meetings
- Occupancy and Egress, Fire Life Safety compliance
- Evaluation and remedial details for Disabled Access
- Furniture, Finish and Power & Data Plans and RCP's
- Drawing and detailing of built-in millwork
- Construction Detailing of finishes and unique conditions
- Documentation necessary for building permits and submissions necessary for departmental clearances

This should take no more than three to four months in construction and assume four six-site observations at the completion of demolition, electrical/data rough-in, furniture installation, and punch list culminating with the issuance of a certificate and close-out procedures as required.

JM|A+D will participate in the commissioning and close-out procedures as required.

CITY HALL PUBLIC SERVICE ASSESSMENT

Schedule: July 2023 – September 2023

Modification: 5,700 SF Area

JM|A+D, together with TAP Studio, will provide architectural and interior design services in the assessment of non-structural tenant improvement projects, reconfiguring the existing Public Services area to better use and support contemporary workflows privileging departmental space within the diminished public access area. The assessment will include the following:

- Space and allocation needs survey, plus necessary site visits and discussions with departments/users to generate remodel Program
- Preparation of a minimum of two (2) concept plans for review in a design meeting
- Preparation of a written report noting conclusions and recommendations to the City Council

- Preparation of probable cost estimate for both concepts and finalized in a report for the preferred scheme
- Inclusion of Community Development special notes and other departmental requirements

Task B - Optional

CITY HALL COUNCIL CHAMBERS REMODEL (OPTIONAL)

Schedule: July 2023 – October 2023

Modification: 4,500 SF Area

JM|A+D, together with TAP Studio and Lo-Fu Design, will provide architectural and interior design services in the re-envisioning and potential expansion of the existing Council Chambers to elevate the experience, functionality, capacity, accessibility, and visual impact of the space.

The assessment will include:

- Space and allocation needs survey, plus necessary site visits and discussion with departments/users to generate remodel concepts noting impact to building infrastructure for revised occupant loading/configuration and anticipated technology program
- Preparation of a minimum of three (3) concept plans for review in a design meeting, inclusive of experiential 3D interior views/walkthroughs
- Preparation of a written report noting conclusions and recommendations to the City Council
- Preparation of probable cost estimate for both concepts and finalized in a report for the preferred scheme

Task C – Additional Design Services

JM|A+D will provide additional architecture and interior design, documentation, and permitting services for the Five City Public Building Facilities Remodel Projects as necessary throughout the project's. For this task, JM|A+D will prepare Task Proposal for City's approval in writing before any work is initiated. Each Task Proposal shall also contain an estimated cost for the task and a not-to-exceed amount, which shall include all labor costs and expenses.

EXHIBIT B FEE SCHEDULE

GRAND TOTAL ALL PROJECTS																	
Description	Principal			Consulting Director		PM		Staff Architect		Draftsperson		Direct Costs	TAP STUDIO (INTERIORS)	TY Eng (Structural)	REX (MEP)	Van Wert (AV)	ALL PRJ TOTAL
	Hourly Rate:	\$225	Hourly Rate:	\$195	Hourly Rate:	\$155	Hourly Rate:	\$145	Hourly Rate:	\$115							
	Wks	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount						
TASK A - REQUIRED WORK																	
Digital Art Wall (Under Contract)																	
Warehouse Reconfiguration	26	11	\$2,475.00	0	\$0.00	13	\$2,015.00	52	\$7,540.00	144	\$16,560.00	\$28,590.00	\$0.00	\$4,000.00	\$22,500.00	\$0.00	\$55,090.00
IT Office Remodel	52	25	\$5,625.00	0	\$0.00	22	\$3,410.00	72	\$10,440.00	164	\$18,860.00	\$38,335.00	\$12,285.00	\$3,750.00	\$16,800.00	\$0.00	\$71,170.00
Public Services Assessment*	16	8	\$1,800.00	5	\$975.00	8	\$1,240.00	32	\$4,640.00	56	\$6,440.00	\$15,095.00	\$14,820.00	\$1,000.00	\$6,162.00	\$0.00	\$37,077.00
Expenses																	
T24 Compliance												\$8,000.00					\$8,000.00
Expenses												\$5,000.00					\$5,000.00
TASK B - OPTIONAL WORK (REQUIRES WRITTEN AUTHORIZATION)																	
Council Chambers Assessment	4	18	\$4,050.00	48	\$9,360.00	12	\$1,860.00	48	\$6,960.00	48	\$5,520.00	\$27,750.00	\$18,720.00	\$0.00	\$10,800.00	\$5,550.00	\$62,820.00
TASK C - ADDITIONAL SERVICES (REQUIRES WRITTEN AUTHORIZATION)																	
Contingency												\$34,000.00					\$34,000.00
Total for Required Work		44	\$9,900.00	5	\$975.00	43	\$6,665.00	156	\$22,620.00	364	\$41,860.00	\$82,020.00	\$27,105.00	\$8,750.00	\$45,462.00	\$0.00	\$163,337.00
Total for Optional Work		18	\$4,050.00	48	\$9,360.00	12	\$1,860.00	48	\$6,960.00	48	\$5,520.00	\$27,750.00	\$18,720.00	\$0.00	\$10,800.00	\$5,550.00	\$62,820.00
Total for Expenses																	\$13,000.00
Total for Contingency																	\$34,000.00
																Total	273,157.00

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND JEFFREY MILLER
ARCHITECTURE AND DESIGN

This Amendment No. 2 (“Amendment No. 2”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and Jeffrey Miller Architecture and Design Corporation, a California corporation (“Consultant”) (collectively, the “Parties”) is hereby made effective as of the date of the last authorized representative signature below (“Effective Date”).

RECITALS

A. On May 25, 2023, the City and Consultant entered into an agreement for professional services for the Consultant to provide Design Services for Five City Public Building Facilities Remodel Projects (“Original Agreement”).

B. On August 7, 2023, the City and Consultant entered into Amendment No. 1 (“Amendment No. 1”) to increase the Maximum Compensation by \$273,157.00, extend the term to December 31, 2025, and modify the Scope of Services and Approved Schedule Fee to add additional services, approved by City Council.

C. The Original Agreement as amended by Amendment No. 1 is hereinafter referred to as the “Agreement.”

D. The Parties now desire to amend the Agreement to increase the Maximum Compensation and modify the Scope of Services and Approved Fee Schedule for additional 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 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$74,440.00, for a new Maximum Compensation of \$396,597.00.

Section 2. Exhibit A “Scope of Services” of the Agreement is hereby supplemented to include the “Scope of Services” attached as Exhibit A-1 to this Amendment No. 2.

Section 3. Exhibit B “Approved Fee Schedule” of the Agreement is hereby supplemented to include the “Approved Fee Schedule” attached as Exhibit B-1 to this Amendment No. 2.

Section 4. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

Approved for use 5/1/24

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

Jeffrey Miller Architecture and Design,
a California corporation

Signed by:
By: Talyn Mirzakhanian
Name: Talyn Mirzakhanian 10/23/2024
Title: Acting City Manager

DocuSigned by:
By: Jeff Miller
Name: Jeffrey A. Miller 9/20/2024
Title: Principal Architect

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
Name: Liza Tamura 10/23/2024
Title: City Clerk

Signed by:
By: Sarah Thomas, Operations Manager
Name: Sarah Thomas 10/11/2024
Title: Operations Manager

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
Name: Quinn M. Barrow 10/22/2024
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Onyx Jones, Interim Finance Director
Name: Onyx Jones 10/16/2024
Title: Interim Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee 10/11/2024
Title: Public Works Director

EXHIBIT A-1

SCOPE OF SERVICES

Jeffrey Miller Architecture and Design (JM|A+D) shall provide direct or sub-consultant services including architecture; interior design; documentation; structural engineering; mechanical, plumbing, and electrical engineering; and permitting services required for tenant improvement projects, site improvement projects, and coordination in the development of construction for the implementation of the following projects.

1. Police Facility operable enclosure at exercise room, plans and specifications.

The existing space, which is in use for an exercise area, is roof covered but open to the elements. JM|A+D will provide drawings to document the City provided doors with attachment details and details for ventilation and egress with the doors in the closed position.

After reviewing architectural drawings and performing a site visit, JM|A+D will provide professional feedback and an electronic set of structural engineering calculations and drawings. The plans will be submitted through the Building Department for permits. After receiving the City's feedback, JM|A+D will make necessary revisions and corrections to structural engineering calculations and drawings. Official and final architectural drawings in AutoCAD DWG format will be provided before the start of work.

2. Police Facility animal control roof, plans and specifications.

This scope adds a simple sloped structure and roof covering for an area in utilization by Animal Control. After review of the existing Concrete Masonry Unit (CMU) wall and built dimensions, JM|A+D will make a recommendation for steel or wood structure and an appropriate covering system to mitigate drainage.

After reviewing architectural drawings and performing a site visit, JM|A+D will provide professional feedback and an electronic set of structural engineering calculations and drawings. The plans will be submitted through the Building Department for permits. After receiving the City's feedback, JM|A+D will make necessary revisions and corrections to structural engineering calculations and drawings. Official and final architectural drawings in AutoCAD DWG format will be provided before the start of work.

3. Ballfield electrical, plans and specifications.

JM|A+D will provide architectural services, structural engineering services and electrical engineering services to evaluate the need and benefit to replace Musco Field Lighting and parking lot lighting at Park Ballfields to include conversion of the lighting source to light emitting diodes (LED), foundation design suitability and electrical system upgrades. The Scope includes design calculations, processing plans through the Building Department to the point of permit issuance and preparation of as needed plans and specifications to facilitate bidding and implementation of the project.

4. Metlox Parking Structure escalator modifications, plans and specifications.

The Scope of Work consists of development of concept sketches, Schematic Design, Design Development and Construction Documents for the disposition of the four Metlox Escalators serving the parking garage at the Metlox Retail Center.

Upon selection of the preferred alternative for the disposition of the Metlox Escalators, if authorized to proceed, JM|A+D will complete the construction documents, processing the plans through the Building Permit for permit issuance and assist the City with bidding of the project.

5. On-Call Architectural Support services.

JM|A+D will provide additional architecture and interior design, documentation, and permitting services for the Five City Public Building Facilities Remodel Projects as necessary throughout the project. For this task, JM|A+D will prepare Task Proposal(s) for City's approval in writing before any work is initiated. Each Task Proposal shall also contain an estimated cost for the task and a not-to-exceed amount, including all labor costs and expenses.

jeff

EXHIBIT B-1

APPROVED FEE SCHEDULE

In accordance with project specific proposals and the issuance of Task Orders for said work, as approved, the following estimated total compensation is allocated to the following projects.

1. Police Facility wall enclosures at exercise room allowance: \$ 9,450.00
 2. Police Facility animal control area roof allowance: \$10,990.00
 3. Ballfield electrical allowance: \$15,000.00
 4. Metlox Parking Structure escalator modifications allowance: \$25,000.00
 5. On-call Architectural Support services allowance: \$14,000.00
- Total** **\$74,440.00**

Summary of fee:

Operable Doors

Documentation	2 Wks	
Architecture		\$ 3,430
Structural		\$ 3,000
Phase Total		\$ 6,430
Permitting	12 Wks	
Architecture		\$ 2,520
Structural		\$ 500
Phase Total		\$ 3,020
Total		\$ 9,450

CMU Roof

Documentation	2 Wks	
Architecture		\$ 3,430
Structural		\$ 5,000
Phase Total		\$ 8,430
Permitting	12 Wks	
Architecture		\$ 2,060
Structural		\$ 500
Phase Total		\$ 2,560
Total		\$ 10,990

Total Contract Value		\$ 20,440
-----------------------------	--	------------------