

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated June 1, 2022, ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Paul Hansen Engineering, LLC, a California Limited Liability Company ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party."

### RECITALS

- A. City desires to utilize the services of Consultant as an independent contractor to provide Project Management On-Call services.
- 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 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") attached as **Exhibit A**, to provide qualified project managers on an on-call basis for project management services for various CIP projects in the City when the workload need arises. 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 Paul Hansen, Principal (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 by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

Approved for Use 3/1/2021

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 may, 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 December 31, 2023, 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 \$49,855.00 (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**. In no event shall reimbursable expenses collectively exceed the total sum of \$0.00.

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](mailto:kdoherty@manhattanbeach.gov), 3621 Bell Ave, Manhattan Beach, CA 90266, 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. The Parties acknowledge that the City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to the City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 ("PERS"), as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

#### **6. Information and Documents.**

A. Consultant covenants that all data, reports, documents, discussion, or other

information (collectively "Data") 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 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 documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without 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, 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. Other than in the performance of design professional services, to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify 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, expenses, 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 "Liabilities"), 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 or breach of the provisions of this Agreement, except for Liabilities 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 Liabilities 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 Indemnitees in connection therewith.

1) 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 A.2).

2) 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 indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in 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 Liabilities 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 indemnifications and 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 indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. Consultant's indemnifications and obligations under 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  
Attn: Katherine Doherty  
Public Works Department  
3621 Bell Avenue  
Manhattan Beach, California 90266

**TO CONSULTANT:**

Paul Hansen Engineering, LLC  
Attn: Paul Hansen  
302 West Grand Avenue  
El Segundo, California 90245

**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, B and C** 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:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

Paul Hansen Engineering  
LLC, a California Limited  
Liability Company

DocuSigned by:  
By: Bruce Moe  
D1A13C56864A41...  
Name: Bruce Moe 7/25/2022  
Title: City Manager

DocuSigned by:  
By: Paul Hansen 5/19/2022  
FA1E480D8B944A9...  
Name: Paul Hansen  
Title: Managing Member

ATTEST:

DocuSigned by:  
By: Liza Tamura  
419D03531A324A7...  
Name: Liza Tamura 7/25/2022  
Title: City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PROOF OF AUTHORITY TO BIND  
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

DocuSigned by:  
By: Brendan Kearns, Acting City Attorney  
164EC541140B45B...  
Name: ~~Quinn M. Barrow~~ Brendan Kearns  
Title: ~~City Attorney~~ Acting City Attorney

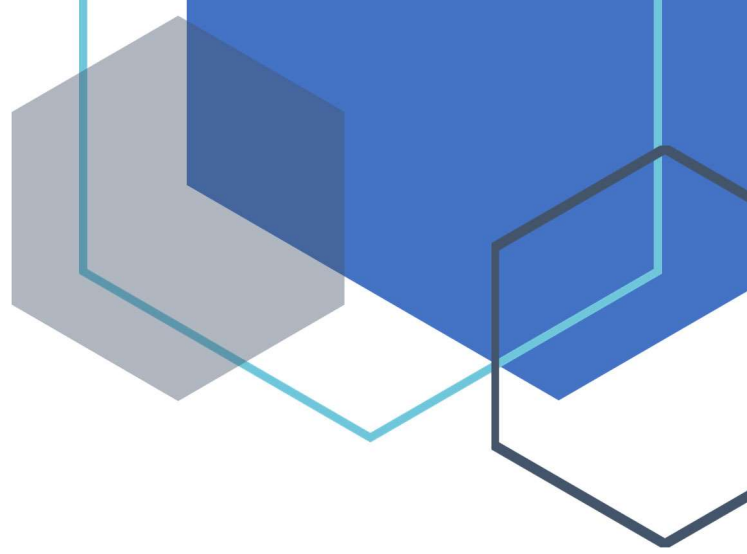
APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Steve S Charelian, Finance Director  
3F6B0BF61687487...  
Name: Steve S. Charelian 7/14/2022  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Erick Lee 6/23/2022  
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Name: Erick Lee  
Title: Public Works Director

**EXHIBIT A**  
**SCOPE OF SERVICES**



# RFP No. E1264-21S Project Management (On-Call Services) for Various CIP Projects On-Call Professional Consultant Services

**PROPOSAL BY: PAUL HANSEN ENGINEERING, LLC**

SEPTEMBER 15, 2021



September 15, 2021

City of Manhattan Beach  
Attention: Prem Kumar, City Engineer  
Public Works Facility  
3621 Bell Avenue  
Manhattan Beach, CA 90266

Subject: Request for Proposal No. E1264-21S Project Management (On-Call) Services for Various Capital Improvement Projects

Dear Mr. Kumar,

Please accept this proposal from Paul Hansen Engineering, LLC (PHE) for the Project Management (On-Call) Services for various Capital Improvement Projects. We understand and meet the requirements for qualification, per the RFP. We have extensive experience performing Project Management for Agencies within the City of Los Angeles including the Bureau of Engineering, Bureau of Sanitation, Department of Public Works, and Department of Water and Power (LADWP). Please note that PHE:

- Has experience with Agencies and Municipalities in Southern California
- Specializes in performing Project Management and Construction Management for public works capital improvement projects,
- Is familiar with Public Contracting procedures, specifications, and local codes.
- Familiar with project phases from inception to close out
- Experienced with Cities and Stakeholders
- We support small and large public works projects.
- Has a dedicated expert staff to meet all requirements.
- Is located locally in El Segundo, CA and is familiar with the Los Angeles construction environment.

We look forward to working with the City of Manhattan Beach. If you have any questions, please feel free to contact us.

Thank You and Best Regards,



Paul Hansen, P.E.  
Principal, Paul Hansen Engineering, LLC

**RFP No. E1264-21S**

302 W. Grand Avenue, Suite #6  
El Segundo, CA 90245  
(310) 935-8586

[paul.hansen@Paulhansenengineering.com](mailto:paul.hansen@Paulhansenengineering.com)

## Part 1

### 1. Understanding Scope of Services

Paul Hansen Engineering provides professional Project Management services from initial conception through design, construction and closeout. We are uniquely qualified to accomplish the full scope of services. We understand the project management role is an extremely important role in the delivery of projects. Our qualified Project Manager will be responsible for delivering various capital improvement projects under the direction of the City overseeing all aspects of capital improvement projects including, but not limited to street, water, sewer, storm drain and facilities (buildings/parks) improvement projects. The proposed project manager will be responsible for the overall management of the assigned project to ensure the projects are delivered within scope, budget and schedule.

Paul Hansen Engineering, LLC accepts the very detailed scope of services detailed in the RFP.

Our project manager services will facilitate and complete the project through planning, coordination and meeting; developing project documents, project work plans, contract agreements, track budget and schedule, review deliverables for quality and consistency; scheduling, facilitate collaboration amongst City and stakeholders. Our project manager has a thorough understanding of various phases of project management: pre-design, design, advertise bid and award, construction and close out. We have excellent working knowledge with proven experience of the development services environment and the nature of projects. Our project managers have excellent communication skills, both written and verbal. We are familiar with preparation of project reports, reviewing designs and providing construction management oversight.

Our office is located in El Segundo, adjacent to the City of Manhattan Beach and are familiar with the beach community. Our firm has experience with capital improvement projects including street, water, sewer, storm drain and facilities projects including buildings and parks renovations. We understand the sensitive nature of our coastal community, environmental and sustainability considerations. Our firm has identified its approach to addressing issues, as detailed below.

**Public Considerations:** Projects in the public right of way often impact the businesses and residences directly adjacent to the work. Every effort must be made early on in the process to advise affected community members of upcoming work so they can be prepared. Our project manager will consider successful completion projects on streets and facilities that affect many residents, businesses and services. We will ensure projects address outreach and safety to the public to minimize impacts to affected businesses including driveway access signage, business signage, changeable message signs, etc. The review and plan the work to minimize impact to community and businesses throughout all phases of the project. Pedestrian safety measures must be addressed in high pedestrian locations such as at crosswalks, bus stops and near businesses.

**Traffic Control:** Our project manager will ensure work on main arteria streets is coordinated with Caltrans, as required, ensure projects address traffic control, detour plans and coordination of the content and location of changeable message signs in compliance with regulatory requirements.

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**Caltrans Encroachment Permit(s):** Processing of Caltrans Encroachment Permits is a lengthy process. We understand the City permit application process should be completed in advance of advertising. Our project manager will ensure the project incorporates any Caltrans Permit and plan check comments are addressed in the final plans, and all permit terms, conditions, requirements and constraints are made available to bidders.

**Water and Wastewater Projects:** Our firm has extensive experience in water and wastewater projects. We are familiar with planning, design, pumps stations, wells, SCADA and coordination of the projects. We have extensive experience in water/wastewater treatment, conveyance utilizing various methods including open trench and tunneling methodologies. Our experience will ensure our project managers plan, review, coordination and design will be constructed with minimal issues during construction.

**Schedule and Budget:** Our proposed project manager has the necessary experience and tools to ensure the project will be planned, design and delivered on time and within budget. We understand reporting requirements, communication and approval process with the City and stakeholders such as City Council is necessary. We understand cost estimate and schedule will provided to the City Manager and stakeholders on a regular basis.

We understand the City of Manhattan Beach, Public Works, Engineering Division works on the 4-10 schedule. Due to the current Covid pandemic work environment, our proposed project manager will conduct field visit review of design plans, telecommute and respond to active construction issues as necessary, including on Fridays. The project manager will return phone calls and attend to all required field construction issues at the site within 30 -60 minutes of being notified. Our proposed Project Manager will have the option to work from our office in El Segundo and will be furnished with tools such as safety vest, tape measure, smart level and laptop computer and vehicle.

Our proposed staff will work in conjunction with the City of Manhattan Beach staff and will work at various jobsites to function as a Public Works representative-contracted Project Manager under the City Engineers oversight. Pursuant to the RFQ, our proposed services include, but are not limited to:

1. All project management services during design phase.
2. Project Management Services during Advertising, Bidding, Construction Contract Award Phases
3. Project Management Services during construction and project close out phases.
4. Provide value engineering and construction risk assessments.
5. Manage and oversee all phases of the project to deliver the project within the scope, budget and schedule

Paul Hansen Engineering is committed to performing all tasks and providing all deliverables per the City of Manhattan Beach quality, deadline, budget requirements. We will fulfill that commitment by:

1. Providing team members that are located locally to City of Manhattan Beach office locations and are continuously available to perform professional services required under the Contract.
2. Our office is located locally at 302 West Grand Avenue in El Segundo, California and our office phone number is (424)277-1227.
3. Our proposed project manager resumes and certifications are attached.

Our proposed key personnel are Paul Hansen, Patricia McCarthy and Michael Michael. Resumes and references have been included for your review.

Mr. Paul Hansen, P.E. has 30 years of experience in project management, construction management, resident engineering, project scheduling, cost estimating and control, inspection and quality control, geotechnical and environmental engineering for a variety of projects. He received a bachelor's degree in Civil Engineering at North Carolina State University. Paul has provided his services on various types of projects, including transportation, ports and harbors, high- to mid-rise buildings, industrial facilities, commercial and residential facilities, and geotechnical and environmental site investigations. He has been responsible for the management of projects from the initial conception and feasibility, establishing a project budget and schedule which recognizes client needs, implementation of planning, design, and construction management, and allocation of resources and establishing controls for the successful completion of projects within schedule and budget.

Patricia McCarthy has over 16 years of professional experience providing project and construction management services in water and wastewater capital improvement projects. She received a bachelor's degree in Civil Engineering at California State University in Los Angeles. Her experience includes working on advanced water treatment systems and cogeneration facilities. She has extensive experience in wastewater conveyance construction by managing the installing of 12" to 48" sewers by open trench excavation, tunneling, microtunneling and jacking in various underground conditions. A licensed civil engineer, Patricia has worked with public agencies and consultants to deliver construction projects on time and within budget. Mrs. McCarthy demonstrates key skills including organization, communication, analytical thinking, creativity, leadership, and computer competencies. She can proactively identify and resolve potential problems in order to avoid unnecessary costs and delays. Her responsibilities include assessing and mitigating risks, resolving field issues, coordination, permits, resolve construction changes and tracking progress. Her experience encompasses all phases of the project cycle: concept, pre-design, entitlement and permitting, plan development, bid and award, contract negotiation, procurement, construction, start-up, testing, commissioning and close-out. She has experience in alternative project delivery methods including, design-build-operate, design-build, progressive design-build. She has served in the roles of Project Manager, Construction Manager, Project Planner, Project Engineer on a variety of capital improvement projects.

Michael Michael has 20 years of professional and progressive engineering experience in Project Management, Construction Management and estimating in various projects, such as water treatment plans, buildings, recreation facilities, medical facilities, and educational projects. He received a bachelor's degree in Civil Engineering. He has extensive experience in coordination and implementation of complex projects for large organizations from concept to close out. He is familiar with the major aspects of a construction project and program-wide objectives. Michael has worked with owners, developers, contractors and consultants to delivery projects on time and within budget. Mr. Michael demonstrates key skills including organization, communication, analytical thinking, creativity, leadership, and computer competencies. He can proactively identify and resolve potential problems in order to avoid unnecessary costs and delays. His knowledge of five step Project

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# PAUL HANSEN PE

## PRINCIPAL

Office Location: Los Angeles, CA

Mr. Paul Hansen has over 30 years of experience in construction management, project management, resident engineering, project scheduling, cost estimating and control, inspection and quality control, and geotechnical and environmental engineering projects. Paul has provided his services on various types of projects, including transportation, ports and harbors, high- to mid-rise buildings, industrial facilities, commercial and residential facilities, and geotechnical and environmental site investigations. He has been responsible for the management of projects from the initial conception and feasibility, establishing a project budget and schedule which recognizes client needs, implementation of planning, design, and construction management, and allocation of resources and establishing controls for the successful completion of projects.

### Education

- ▶ BS, NORTH CAROLINA STATE UNIVERSITY, 1989

### Registrations

- ▶ Professional Engineer, CE, (California)

**6** Years as Principal  
**30** Years of Experience

#### Barren Ridge Renewable Energy Transmission Program | Los Angeles Department of Water and Power and Worley (Advisian)

Los Angeles, CA | 2014-2018

Lead Scheduler. BRRTP delivers over 450 MW from renewable sources from the Owens Valley to the Los Angeles Basin. The program consist of design, procurement, and construction of the Beacon Solar Energy Project, Barren Ridge Switching Station Expansion and the Haskell Canyon Switching Station construction and associated transmission lines. PHE assisted LADWP to successfully deliver the program by creating and updating the detailed program schedule and detailed schedules for design, procurement, construction and commissioning of individual projects. We assisted LADWP by integrating the Barren Ridge Transmission Lines 2 and 3 Engineering and Procurement Contract (EPC) and coordination schedules for Power Purchase Agreement (PPA) commissioning.

successfully completed in two construction and commissioning phases.

#### Receiving Station X, Los Angeles Airport, | Los Angeles Department of Water and Power and Worley Los Angeles, CA | 2017-2018

The project will develop a new Receiving Station X (RS-X) to accommodate 160 MV redundant capacity to address power reliability issues, provide redundancy in case of power outages and provide additional electrical capacity. The project includes a single story control room, outdoor electrical equipment, transmission of 230 KV and 34.5 KV pathways to the existing duct banks. PHE assisted LADWP plan this project

by developing the overall project planning schedule for design, procurement, and construction, and coordination between LADWP and LAX activities.

#### Sylmar Converter Station, Filter Station Replacement Project | Los Angeles Department of Water and Power and Worley (Advisian) Los Angeles, CA | 2017-2019

Lead Scheduler. The Sylmar Converter Station converts 500KV direct current power from hydroelectric sources to 230 KV AC current. PHE supported the Department by providing planning and scheduling to support construction by LADWP Power Construction and Maintenance Division (PC&M) and Integration of the Engineering and Procurement Contract work activities (ABB). The filter replacement of Four AC filter Banks and two DC filter banks was

#### City of Los Angeles, Bureau of Engineering | Parsons / AECOM Los Angeles, CA | 2001-Present

Currently performing Construction Management services for the City's wastewater treatment program. Majority of work is for new construction, repair and rehabilitation projects located at the City's four wastewater treatment/reclamation plants. He is responsible for project controls in areas of scheduling, RFI's, submittals, change- and allowance orders, field memos, weekly project meetings, contractor notices and letter responses. He performs constructability review, establishes contract durations,

milestones, and operational constraints for projects under design. Responsible for scheduling and coordinating the Bureau's projects during design and coordinates their progress and status with other ongoing projects.

Significant projects include the Environmental Learning Center, Class "A" Biosolids Expansion at Hyperion and Terminal Island Treatment Plants, Nitrogen removal projects at Donald C. Tillman and LA-Glendale Reclamation Plants, Screw Pumps Replacement at HTP's Intermediate Pumping Station, and Primary Batteries A, B, and C Reconstruction at HTP. Currently participating in the Hyperion Advanced Water Purification Project.

[Berths 226 through 236, Evergreen Facility | Los Angeles Port of Los Angeles and Manson Construction Los Angeles, CA | 2019-Present](#)

We are currently providing scheduling services to develop the project baseline schedule with resource and cost loading and preparing schedule updates for the modernization of Berths 226-236. The project would improve Berths wharves and increase berth depth, upgrade the electrical system, provide auxiliary marine power (AMP), storm drain, water distribution, dredging, pile installations.

[San Fernando Groundwater Basin Program | Los Angeles Department of Water and Power and Hazen & Sawyer, Los Angeles, CA | 2015-Present](#)

As a Principal, Mr. Hansen oversees the program schedules and cost estimates. As part of the Owner's Agent Team, we support the program in planning, scheduling, execution and cost estimating for the program to remediate and restore the existing groundwater for beneficial use in the Los Angeles Area. Development of the overall program schedule and detailed schedules for the design and construction of individual projects, which is being performed by LADWP construction crews. We also oversee the Progressive Design Build projects cost estimate and the overall schedule.

[Digester Gas Utilization Project | City of Los Angeles, Bureau of Engineering, Bureau of Sanitation and Carollo Engineers Los Angeles, CA | 2014-2017](#)

Lead Scheduler on the Construction Management Team / Steering Committee Member. The \$127 Million design-build-operate-turnover project to convert digester gas to steam and electricity at the City's Hyperion Treatment Plant, constructed by Constellation / New Energy. Paul is assisting the Bureau as part of their construction management team by providing

contractor baseline schedule review of design, permitting, and construction activities, update schedules, and construction management consulting.

Additional Project Experience with LADWP are as follows:

- o Castaic Power Plant, 10-Year Outage and Turbine Rehabilitation, Castaic, CA
- o Beacon Battery Energy Storage System, (20MW) Cantil, CA
- o Castaic – Haskell Line 3, Transmission Construction and Switchyard Upgrades
- o Barren Ridge – Haskell Line 1 Replacement (Planning)
- o Rosamond Switching Station, CA (Planning)
- o Crystal – McCullough Switching Station, Line 1 Shunt Reactors, Boulder City, NV
- o Market Place – Copper Mountain Switching Station, Phase 2, (Relay and Line Protection) Boulder City, NV
- o Boulder Canyon (Hoover) Pump Station (Planning)
- o Owens Valley RAS Implementation

References:

Client: City of Los Angeles, Bureau of Sanitation  
Address: 1149 S. Broadway St. Suite 900, Los Angeles, CA 90015  
Client Name: Traci J. Minamide, P.E., B.C.E.E, Chief Operating Officer  
Phone (213)485-2210, Email: Traci.Minamide@lacity.org

Client: Los Angeles Department of Water and Power  
Address: John Ferraro Building, 111 N. Hope Street, Los Angeles, CA 90012  
Client Name: Johan Torroledo, M.S., P.E., Project Manager  
Phone: (213)367-2996, Email: Johan.Torroledo@ladwp.com

Client: Los Angeles Department of Water and Power  
Address: 111 N. Hope Street, Los Angeles, CA 90012  
Client Name: Mark Padilla, P.E., Major Projects II, LADWP  
Phone: (213) 367-4849, Email: mark.padilla@ladwp.com



# PATRICIA MCCARTHY

PE, ENV. SP

## Project Manager

Office Location: Los Angeles, CA

Patricia McCarthy has over 16 years of professional experience providing project management and construction management services in water and wastewater capital improvement projects. She has extensive experience in wastewater conveyance construction by managing the installing of 12" to 48" sewers by open trench excavation, tunneling, microtunneling and jacking in various underground conditions. A licensed civil engineer, Patricia has worked with public agencies and consultants to deliver construction projects on time and within budget. Mrs. McCarthy demonstrates key skills including organization, communication, analytical thinking, creativity, leadership, and computer competencies. She can proactively identify and resolve potential problems in order to avoid unnecessary costs and delays.

## Education

- ▶ BS in Civil Engineering, 2001

## Registrations

- ▶ Professional Engineer, CE (California)

**4** Years with Current Employer  
**16** Years of Experience

### Digester Gas Utilization Project, Hyperion Water Reclamation Plant | City of Los Angeles Bureau of Engineering, Los Angeles, CA | 2015-2018

Construction Management. Assigned to provide construction management support on the Digester Gas Utilization Project a \$127 million dollar design-build-construct contract for the City of Los Angeles at Hyperion Treatment Plant. Managed the design, construction, commissioning, and close out of a 30MW cogeneration facility that was constructed to process digester gas into electricity for Hyperion Treatment Plant. This project demolished the old Hyperion Energy Recovery System in order to make space for the new system. This project includes electrical power generation system is based upon the use of two (2) Combustion Turbine Generator (CTG) and Heat Recovery Steam Generator (HRSG) trains in combination with the single extraction/condensing Steam Turbine Generator (STG) for electric power and steam production. Responsible for design oversight and construction while coordinating with the Bureau of Sanitation operations. Project constructed a control room, control systems, systems architecture and integrated with Hyperion control room. Managed design and construction activities with the Bureau of Sanitation and their operations. Other responsibilities include preparing correspondence, engineer communications, meeting minutes, and construction updates. The project was successfully completed and commissioned in 2017.

### San Fernando Groundwater Basin Remediation Project | LA Department of Water and Power | Hazen and Sawyer Los Angeles, CA | 2019-Present

Project Manager. As part of the Owner's Agent Team, she oversee the development of the Progressive Design-Build Contract, consisting of two new major water treatment facilities to address groundwater contamination and restore beneficial use of the San Fernando Ground Water Basin, a \$450 Mil program. The project includes advanced water treatment facilities utilizing UV and granulated active carbon technologies. This project includes control systems, structures, systems architecture, integration with existing systems, wells, pumps, process, pipe lines, buildings, control room, structures, mechanical equipment and piping, electrical and instrumentation. She oversees the schedule and cost estimate reviews.

### Schedule Training Coordinator | Los Angeles Department of Water and Power, Los Angeles, CA | 2018-2020

Training Coordinator. Assigned to develop training manuals and presentations to provide knowledge transfer for the Department of Water and Power.

### Fairmont Sedimentation Plant | Los Angeles Department of Water and Power and Arcadis Los Angeles, CA | 2018

Project Engineer, Evaluated the predevelopment of a new water treatment facility to pre-treat source water to the New Los Angeles Aqueduct and developed a projected cost estimate,

over \$200M, utilizing scoping and 30% design documents. Assist in the development of a budgetary cost estimates for the design build project. Project includes structural, electrical, mechanical, architectural and all components of the project. The Project will combine flows from Los Angeles Aqueduct 1 and 2 upstream of Fairmont Reservoir No. 2, to treat flow from both aqueducts. The Plant will treat the maximum combined flow condition of 720 cfs. The water treatment process consists of coarse screening, fine screening, followed by rapid mix, flocculation, and sedimentation using plate settlers. This project consists of site preparation, process buildings and new sedimentation basins, plate settlers, emulsion polymer system, EQ Basins and centrifuge

#### [Envision Sustainability Report for the Digester Gas Utilization Project | City of Los Angeles, Bureau of Engineering , Los Angeles, CA | 2018-2020](#)

Envision Sustainability Specialist. Assisting the City of Los Angeles with upgrades to the Envision Sustainability template conversion from version 2 to version 3 and conduct a pre-assessment for the Advanced Water Purification Facility for Envision Sustainability award. Developed a Envision Sustainability Report for the Digester Gas Utilization Project a \$127 million dollar design-build-construct contract for the City of Los Angeles at Hyperion Treatment Plant. The sustainability report covers environmentally sustainable measures implemented on the project and the project was awarded a platinum level certification, the highest level achievement.

#### [Avenue 45 and Arroyo Drive Relief Sewer, City of Los Angeles, Bureau of Engineering | Los Angeles, CA | 2007-2010](#)

Construction Manager. Managed construction activities for the Avenue 45 sewer construction project, a \$43 million construction contract. Construction activities include installation of 13,100 linear feet of sewer ranging from 8" to 42" in diameter; 50' deep excavation tunnel shafts in tight access areas near residential homes, open cut, tunneling and microtunneling sewer installation; multiple deep sewer tie-ins and reroutes inline bypassing and tie-ins, man hole installation and tie-ins man hole lining; worked closely with City of LA inspectors and contractor to ensure that the project was built per plans and specifications, on time and on budget; supervised Civil Engineer Associates and consultants to deliver the project; address construction issues in the field, duties also included reviewing and commenting on submittals and project schedule, responding to RFI's, preparing cost estimates and negotiate change orders, maintain project budget, resolve construction issues, conduct progress meetings, attend community meetings,

coordinate permits, construction activities with other agencies; prepare correspondence, plan clarifications, job memos, monthly and Board reports and construction updates.

#### [Eagle Rock Interceptor Sewer Project | City of Los Angeles, Bureau of Engineering, Los Angeles, CA | 2003-2006](#)

Project Engineer. Managed construction activities for the Eagle Rock Interceptor Sewer Project, a \$19 million contract to construct 3.1 miles of sewer ranging from 12" to 48" diameter and 33 maintenance holes. Construction activities included microtunneling and open trench. Challenges in the project included the silty soil, high groundwater table, community impacts, traffic mitigation, ground water discharge limitations.

#### [Humboldt Diversion Sewer Project, City of Los Angeles, Bureau of Engineering | Los Angeles, CA | 2001-2004](#)

Project Engineer. Executed the Humboldt Diversion Sewer Project, a \$9 million contract, 725-foot long sewer connected the new diversion and junction structures under Humboldt Street. Scope of the work included two shafts for pipe jacking at over 50 feet depth.

#### References:

Client: City of Los Angeles, Bureau of Engineering  
Address: 12000 Vista Del Mar, Los Angeles, CA 90293  
Client Name: David Copp, P.E., Senior Civil Engineer  
Phone (310) 210-7506, Email: David.Copp@lacity.org

Client: Arcadis US, Inc.  
Address: 445 S. Figueroa Street, Los Angeles, CA 90071  
Client Name: Christine Cotton, Vice President  
Phone: (213) 486-9884, Email: Christine.Cotton@arcadis.com

Client: Los Angeles Department of Water and Power  
Address: 111 N. Hope Street, Los Angeles, CA 90012  
Client Name: Allison Linehan, P.E., Construction Manager  
Phone: (213) 761-2140, Email: Allison.Linehan@ladwp.com





# MICHAEL MICHAEL CCM, QSP, CPSI, LEED AP,(BD+C)

## Project Manager

Office Location: Los Angeles, CA

Michael Michael has 20 years of professional and progressive engineering experience in Project Management, Construction Management, and estimating in various projects, such as water treatment plans, buildings, recreation facilities, medical facilities, education and facilities projects. He has extensive experience in coordination and implementation of complex projects for large organizations from concept to close out. He is familiar with the major aspects of a construction project and program-wide objectives. Michael has worked with owners, developers, contractors and consultants to delivery projects on time and within budget. Mr. Michael demonstrates key skills including organization, communication, analytical thinking, creativity, leadership, and computer competencies. He can proactively identify and resolve potential problems in order to avoid unnecessary costs and delays. His knowledge of five step Project Management methodology: initiation, planning, execution, monitor/control, close-out provides for successful delivery of projects.

## Education

- ▶ BS, Civil Engineering

## Registrations

- ▶ Contractors' State License Board
- ▶ Certified Construction Manager
- ▶ Project Management Professional
- ▶ Certified LEED AP(BD+C)
- ▶ Certified Safty Playground Inspector
- ▶ QSP, Qualified SWPPP Practitioner
- ▶ CASp- ADA Compliances Certificate

**20** Years of Experience

### Julianna Park

Renew Age Energy Soutions  
Anaheim, CA | 2020-Present

As Senior Construction Manager and Chief Estimator  
Michael has worked on this \$850K project.

### LACCD Improvements and Classrooms upgrades

Renew Age Energy Soutions  
Los Angeles | 2020-Present

As Senior Construction Manager and Chief Estimator Michael  
has worked on this \$1.4M project.

### Multiple EV Commercial Projects

Renew Age Energy Soutions | 2020-Present

Michael has worked on this project as Senior Construction  
Manager and Chief Estimator.

### New Admin. Bldg. for West Hills College

Coalinga, CA | 2017-2020  
GKK/Cannon Design

Mr. Michael was the Project Construction Manager of this \$15M  
project.

### Bakersfield College GYM and Field House "GMP"

GKK/Cannon Design  
Bakersfield, CA | 2017-2020

Mr. Michael was the Project Construction Manager of this \$54M  
project.

### ADA Campus Wide Barrier Removal

GKK/Cannon Design  
Santa Clarita, CA | 2017-2020

Project Construction Manager. This was a \$3.8 M project.

### AGIA Pharmacy & Cafe

Tehachapi, CA | 2015-2017

Project Estimator and Scheduler. A \$4.7M Design Build Contract.

### 48 Units Multi-unit building apartments

Riverside, CA | 2015-2017

Project Estimator and Scheduler. A \$36M Design Build Contract.

### Rowland HS Classrooms Additions

Rowland Heights, CA | 2015-2017

Project Estimator and Scheduler. A \$44.6M project.

### Heritage Soccer & Baseball Field renovations |

Puyallup, WA | 2015-2017

Project Operation Manager.  
this was a \$6.4M project.

[Bell Harden soccer field improvements |  
Bell Garden, CA | 2015-2017](#)  
Project Operation Manager. This project had a budget of \$1.7M.

[Folsom USD Soccer Field & Track replacement |  
Folsom, CA | 2015-2017](#)  
Project Operation Manager. The budget for this project was \$2.2M.

[Cleveland HS New Soccer field & Track |  
Seattle, WA | 2015-2017](#)  
Project Operation Manager. Budget of \$3.8M

[Tacoma USD New Baseball & Soccer field |  
Tacoma, WA | 2015-2017](#)  
Project Operation Manager. The project budget was \$3.2M

[Santa Monica Pier Rehabilitation |  
Santa Monica, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$6,970,000

[Pasadena Rec. Park Renovations |  
Pasadena, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$7,800,000

[Stanton Park Playground Installation |  
Stanton, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$1,988,000

[Mason regional Park |  
Irvine, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$8,850,000

[Raymond Arbor Park playground replacements |  
Signal Hill, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$3,786,000

[CDC N. Classroom Expansion | Antelope Valley Joint Union  
HSD | Antelope Valley, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$5,595,000

[Whittier OFF Leash Dog Park | City of Whittier  
Whittier, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$9,100,000

[Holly-dale Regional Park |  
South Gate, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$5,400,000

[Phelan Pinion Hill park Expansion |  
Phelan, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$8,895,000

[Rosamond Playground Upgrades |  
Rosamond , CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$2,210,000

[Hamilton Clinic Phase II | Long Beach USD  
Long Beach, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$25,400,000

[Wasco State Prison Clinic Renovation & Upgrades |  
Wasco, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$19,120,000

[Kern Medical Records upgrades |  
Bakersfield, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$23,645,000

[Moon River Park Playground Improvements |  
Jurupa Valley, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$4,960,000

[Arrowhead Regional Medical Center Improvements |  
Arrowhead , CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$27,800,000

[Earlimart Clinic |  
Earlimart, CA | 2010-2015](#)  
Project Manager/ Senior Estimator. Budget of \$14,800,000

[San Antonio College Expansion |  
Walnut City, CA | 2009-2010](#)  
Project Manager/ Senior Estimator. Budget of \$4,800,000

[Lincoln Middle School New Modular Classroom Expansion |  
Santa Monica USD | Santa Monica, CA | 2009-2010](#)  
Project Manager/ Senior Estimator. Budget of \$3,650,000

[Decker Elementary School | Pomona USD  
Pomona, CA | 2009-2010](#)  
Project Manager/ Senior Estimator. Budget of \$8,850,000

[Henry C. Garnett Water Treatment Plant Purification |  
Bakersfield, CA | 2009-2010](#)  
Project Manager. Budget of \$95,000,000

**Paul Hansen Engineering**

# *Certificate of Completion*



Michael Michael

*has completed*

Procore Certification: Project Manager (Core Tools)

*offered by*

Procore Technologies

**PROCORE**

Issued: March 21, 2018

Certificate No: tpvtjio9vkn9

View: <http://verify.skilljar.com/c/tpvtjio9vkn9>

A handwritten signature in black ink, appearing to read "Tooe Courtemanche".

Tooe Courtemanche, CEO

## 2. Fee Schedule and Rate Schedule

<b>Firm: Paul Hansen Engineering, LLC</b>		
<b>Labor Category</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal	Paul Hansen, PE	\$ 195.00
Project Manager	Patricia McCarthy, PE Michael Michael	\$ 169.00
Reimbursable Expenses (travel to/from jobsites)	Mileage per IRS and Reproduction Costs	\$ 1,000

## 3. Expense

Paul Hansen Engineering will comply with reimbursable expenses. We will request prior approval for expenses from the City of Manhattan Beach. The reimbursable expenses include any reproduction and/or postage costs and mileage to/from project site.



## Part 2

### Statement of Qualifications:

Paul Hansen Engineering is uniquely qualified to accomplish the full scope of Project Management services and is committed to completing all required tasks and comply with all contractual requirements with the City of Manhattan Beach. We have expertise and experience as a Project Manager (PM) with construction oversight for Design-Bid-Build, Design-Build and Progressive Design-Build project delivery methods. We have provided professional experience with City of Los Angeles Departments including the Bureau of Engineering, Bureau of Sanitation and the Los Angeles Department of Public Works. Our experience includes overall responsibility for the successfully delivery of capital projects and performing all tasks identified in the RFQ.

Paul Hansen Engineering (PHE) is committed to supporting the City of Manhattan Beach to deliver its capital projects and completing all required tasks. Our designated project manager will be best suited to specific project requirements, that will fulfil the technical requirements of the work. PHE has successfully provided project management support for City of Los Angeles agencies as demonstrated by our Project Qualifications. Our staff consists of local employees that have worked with local agencies and municipalities to fulfill the task requirements. We are professional engineers and certified professionals who will successfully accomplish the work.

### Paul Hansen Engineering Agency experience are as follows:

- Los Angeles Department of Water and Power (LADWP) – Water Engineering Technical Services (WETS): (Estimating, scheduling, sub-consultant coordination, training): Silver Lake Reservoir Aeration, Green Verdugo Reservoir, Los Angeles Aqueduct Filtration Plant (LAAFP), Los Angeles Reservoir Filtration Plant (LARFP), San Fernando Basin Groundwater Remediation Program (SFBGWRP), OpNEXT Master Schedule, Lower Franklin Canyon Reservoir, etc.
- LADWP Major Projects (Power): (Scheduling, PC&M Master Schedule, EIM Program Schedule, training): Various Power Generation, Storage, and transmission Line Projects, Sylmar Converter Station, Etc.
- City of Los Angeles Bureau of Sanitation (LABOS): Wastewater Treatment Program Construction Management (Environmental Learning Center, Digester Gas Utilization Project, 5-mile outfall, IPS Screw Pumps, Class A Biosolids Conversion, LPGH Flame Arrester, LAWINNS)
- LABOS – Water Reclamation Division: (Hyperion Water Reclamation Plant – Advanced Water Purification Facility Project – scheduling, PM Support, estimating)
- City of Los Angeles Bureau of Engineering (LABOE) – Environmental Engineering Division: CM Group (Scheduling, CM, Cost Estimating, training): Various Projects, Wastewater Treatment and Conveyance
- LABOE –Environmental Engineering Division: PM Group (Envision Support, scheduling & estimating): Various Project, Wastewater Treatment & Conveyance
- Orange County Sanitation District – Cost Estimating (Sludge Pumps Replacement Project)
- LABOS – Prop O: South LA Wetlands

# Paul Hansen Engineering

- Inland Empire Utilities Agency – Scheduling (Carbon Canyon SCADA Integration contract, RP-1 Generator Controls)
- City of Thousand Oaks – Hill Canyon Wastewater Treatment Plant (Scheduling - SCADA integration project)
- LABOE – Wastewater Conveyance Engineering Division (Venice Aux. Pumping Station - Scheduling)
- SCAAPA – Battery Energy Storage
- MWD: Scheduling and Estimating - Garvey Reservoir (pending)
- LADOT – On-Call CM Contract
- Port of Los Angeles – Various Projects
- Port of Long Beach -On-Call CM & Various Projects
- LABOE – CM Division (Downtown), Potrero Cyn Park Landscaping & Irrigation

## Representative PHE projects:

- [On-Call Project Management / Construction Management Services](#)

City of Los Angeles Bureau of Engineering, Environmental Engineering Division (EED):

Parsons Engineers & AECOM (2014 – Present): We assist EED to deliver its Wastewater Facilities Capital Improvement Program as a member of its CM group, providing CM Services for various projects located in the City's four reclamation plants and collection system, in all aspects of Construction Management, including representing the City's interests in the role of Construction Manager and providing expertise the development of preliminary schedules for planned projects, performing contractor schedule review, time-impact analysis, cost estimating and change order cost issue resolution.

- [Owner's Engineer, Major Projects Group](#)

Los Angeles Department of Water and Power:

WorleyParsons Engineers (April 2014 to Present): PHE Supports the Department by providing Planning and Scheduling services for various programs and capital projects, including the Beacon Battery Energy Storage Project, Sylmar HVDC Converter Station Upgrades, the Castaic – Haskell Line 3 Transmission project, and Master Scheduling for Power Construction and Maintenance Division (PC&M). Our firm regularly attends and participates in regular coordination meetings with LADWP Staff

- [Digester Gas Utilization Project, Project and Construction Management Support](#)

City of Los Angeles, Bureau of Sanitation:

Carollo Engineers (Feb 2014 to June 2017): This project is a \$127 Million design-build-operate-turnover project that converts digester gas to steam and electricity at the City's Hyperion Treatment Plant, was deign/constructed by Constellation / New Energy. We supported the Bureau

**RFP No. E1264-21S**

302 W. Grand Avenue, Suite #6  
El Segundo, CA 90245  
(310) 935-8586

[paul.hansen@Paulhansenengineering.com](mailto:paul.hansen@Paulhansenengineering.com)

# Paul Hansen Engineering

as a member of their construction management team by providing project controls, document control, contractor baseline scheduling, review of design, permitting, attend regular coordination meetings and construction management activities, update schedules, construction cost estimating and negotiation, and environmental (Envision) certification. The project was successfully commissioned in April 2017. Our firm was a member of the project steering committee and provided input to executives and stakeholders.

- [Barren Ridge Renewable Energy Transmission Program](#)

Los Angeles Department of Water and Power:

WorleyParsons Engineers (2014 through 2017): This program consisted of the construction of the Beacon Solar Collector Station, Barren Ridge Switching Station Expansion, Haskell Canyon Switching Station, and associated power line installations. We assisted DWP deliver this renewable energy program by creating of the overall program schedule and detailed schedules for the construction of individual projects, performed by directly by DWP PC&M staff.

- [Supplemental Construction Management Services](#)

Los Angeles Department of Water and Power, Water Engineering Technical Services (WETS) (Award Pending). This is a five-year contract to provide construction management support for the department on multiple capital improvement projects within requirements of safety, quality, schedule and budget.

- [Los Angeles Community College District \(Multiple Award Task Order Contract\)](#)

Multiple Award Task Order Contract for the Los Angeles Community College District (LACCD) provides services to assist in building new facilities and improving existing buildings. Projects are on a task order basis and are located at LACCD's nine colleges and two satellite campuses.

- [Owner's Agent, Hazen and Sawyer Team](#)

Los Angeles Department of Water and Power:

As part of Hazen and Sawyers' Team (2015 to Present): PHE Supports the San Fernando Groundwater Basin Remediation Program by providing Planning, Scheduling services and Cost Estimating service to support the \$40M program. The project includes predevelopment, design, construction and close out of three major groundwater treatment facilities including the North Hollywood Central and Tujunga plants and North Hollywood West water remediation plant.

## Contract Exceptions:

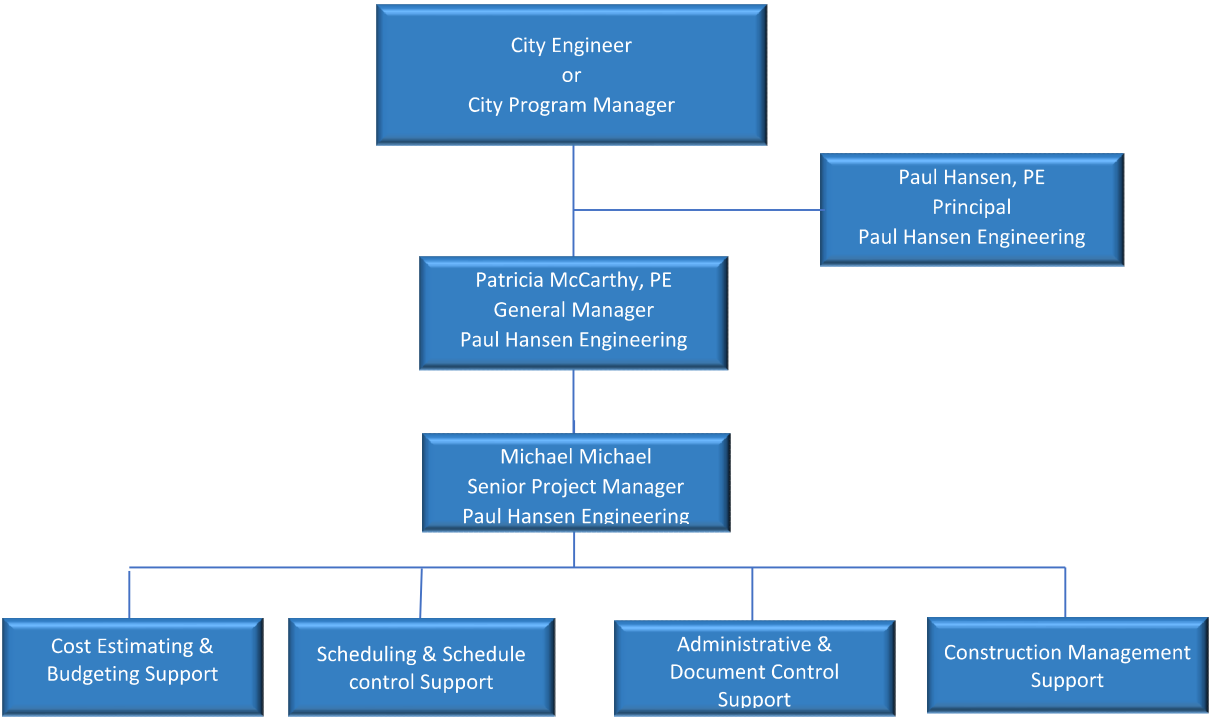
Paul Hansen Engineering, LLC accepts the contract terms detailed in the RFP.

**RFP No. E1264-21S**

302 W. Grand Avenue, Suite #6  
El Segundo, CA 90245  
(310) 935-8586

[paul.hansen@Paulhansenengineering.com](mailto:paul.hansen@Paulhansenengineering.com)

City of Manhattan Beach  
On-Call Project Management  
Paul Hansen Engineering, LLC.  
Organization Chart



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

**City of Manhattan Beach**

**RFP E1264-21S Project Management (On-Call Services) for Various CIP Projects On-Call Professional Consultant Services**

Prepared on September 15, 2021

**Budgetary Estimate for On-Call Project Manager**

<b>Task Description:</b>	<b>Proposed Staff</b>	<b>Budgeted Hours (hrs)</b>	<b>Hourly Rate (\$)</b>	<b>Total (\$)</b>
1. As-Needed Project Manager	Paul Hansen, PE	100	\$ 195.00	\$19,500.00
2. Full Time Project Manager per year	Michael Michael	2080	\$ 169.00	\$351,520.00
3. Half Time Project Manager per year	Patricia McCarthy, PE	1040	\$ 169.00	\$175,760.00
4. Reimbursable Expenses (Approved Incidentals and Mileage)				\$1,000.00
		<b>Total hours</b>	<b>1040</b>	
<b>Total Task Fee:</b>				<b>\$547,780.00</b>

**Notes:**

This budget is provided for estimating purposes only. Actual Fees will be based on actual hours worked, per the hourly rate quoted.

Incidentals (Plotting, printing, copying, postage fees) billed at cost

Approved business travel expenses will be billed per IRS mileage reimbursement rate

Prepared for City of Manhattan Beach RFP

Date: September 15, 2021

<b><i>Firm: Paul Hansen Engineering, LLC</i></b>		
<b>Labor Category</b>	<b>Staff</b>	<b>Hourly Rate</b>
Principal	Paul Hansen, PE	\$ 195.00
General Manager	Patricia McCarthy, PE	\$ 169.00
Senior Project Manager	Michael Michael	\$ 169.00

## **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, Consultant 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”, Consultant 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. Consultant 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. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant 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. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
6. Consultant 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 Consultant 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 Consultant or by any subcontractor.
7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant 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. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant 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, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant 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 Consultant 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 Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant 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 Consultant 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, Consultant 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, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant 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. Consultant 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. Consultant

shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant'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 Consultant, 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 Consultant under this Section shall survive the termination of the Agreement.

LLC-1

# Articles of Organization of a Limited Liability Company (LLC)

To form a limited liability company in California, you can fill out this form, and submit for filing along with:

- A \$70 filing fee.
- A separate, non-refundable \$15 service fee also must be included, if you **drop off** the completed form.

**Important!** LLCs in California may have to pay a minimum \$800 yearly tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

LLCs may not provide "professional services," as defined by California Corporations Code sections 13401(a) and 13401.3.

Note: Before submitting the completed form, you should consult with a private attorney for advice about your specific business needs.

201405110015

**FILED**  
Secretary of State  
State of California

FEB 18 2014

*IRC* This Space For Office Use Only

For questions about this form, go to [www.sos.ca.gov/business/be/filing-tips.htm](http://www.sos.ca.gov/business/be/filing-tips.htm).

**LLC Name** (List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State.)

① Paul Hansen Engineering, LLC

*Proposed LLC Name*

The name **must** include: LLC, L.L.C., Limited Liability Company, Limited Liability Co., Ltd. Liability Co. or Ltd. Liability Company; and **may not** include: bank, trust, trustee, incorporated, inc., corporation, or corp., insurer, or insurance company. For general entity name requirements and restrictions, go to [www.sos.ca.gov/business/be/name-availability.htm](http://www.sos.ca.gov/business/be/name-availability.htm).

## Purpose

- ② The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

## LLC Addresses

③ a. 2103 W. Crestwood Street Rancho Palos Verdes CA 90275  
*Initial Street Address of Designated Office in CA - Do not list a P.O. Box City (no abbreviations) State Zip*

b. *Initial Mailing Address of LLC, if different from 3a City (no abbreviations) State Zip*

**Service of Process** (List a California resident or a California registered corporate agent that agrees to be your initial agent to accept service of process in case your LLC is sued. You may list any adult who lives in California. You may **not** list an LLC as the agent. **Do not** list an address if the agent is a California registered corporate agent as the address for service of process is already on file.)

④ a. LegalZoom.com, Inc.  
*Agent's Name*

b. *Agent's Street Address (if agent is not a corporation) - Do not list a P.O. Box City (no abbreviations) State Zip*

## Management (Check only one.)

- ⑤ The LLC will be managed by:
- ☐ One Manager ☐ More Than One Manager ☒ All Limited Liability Company Member(s)

This form must be signed by each organizer. If you need more space, attach extra pages that are 1-sided and on standard letter-sized paper (8 1/2" x 11"). All attachments are made part of these articles of organization.

*Organizer - Sign here*

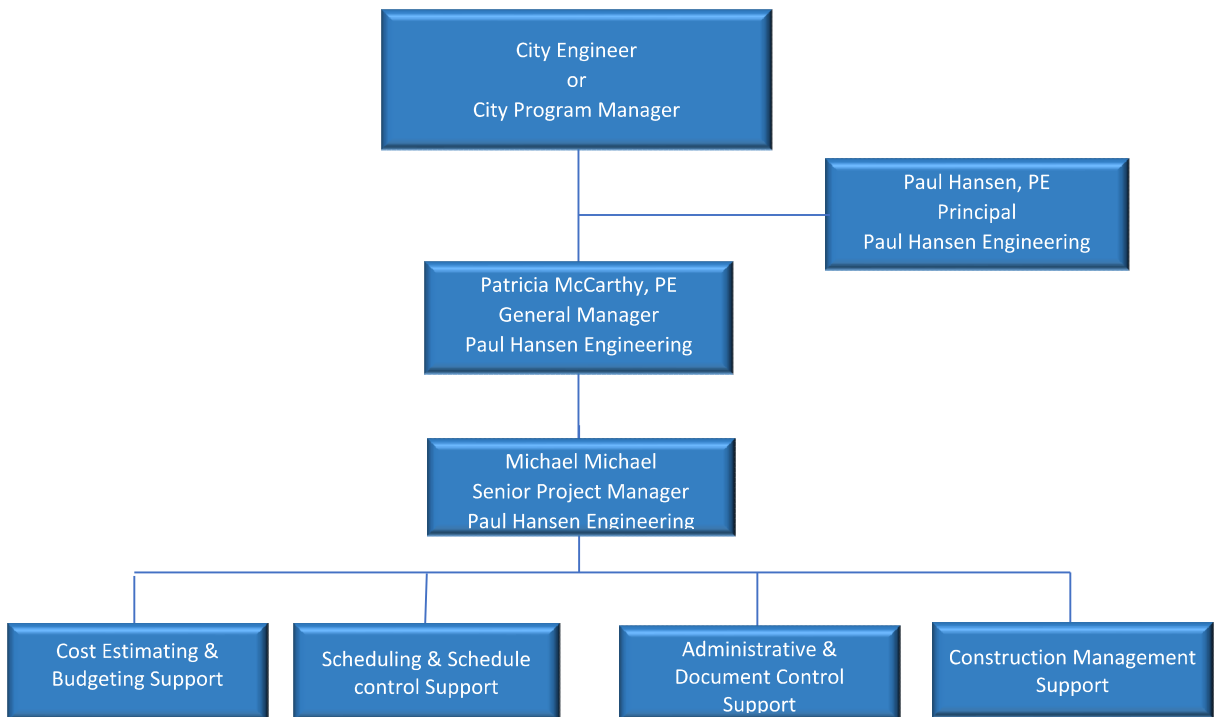
By: Cheyenne Moseley, Assistant Secretary, LegalZoom.com, Inc.  
*Print your name here*

Make check/money order payable to: **Secretary of State**  
Upon filing, we will return one (1) uncertified copy of your filed document for free, and will certify the copy upon request and payment of a \$5 certification fee.

**By Mail**  
Secretary of State  
Business Entities, P.O. Box 944228  
Sacramento, CA 94244-2280

**Drop-Off**  
Secretary of State  
1500 11th Street., 3rd Floor  
Sacramento, CA 95814

City of Manhattan Beach  
On-Call Project Management  
Paul Hansen Engineering, LLC.  
Organization Chart



AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF MANHATTAN BEACH AND PAUL HANSEN  
ENGINEERING, LLC

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Paul Hansen Engineering, LLC, a limited liability company ("Consultant") (collectively, the "Parties") is hereby made effective as of the date of the last authorized representative signature below ("Effective Date").

RECITALS

A. On June 1, 2022, the City and Consultant entered into an agreement for professional services for the Consultant to provide Project Management On-Call services ("Agreement");

B. The Parties now desire to amend the Agreement to extend the term.

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 December 31, 2025, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. 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 of the last authorized representative signature shown below.

[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

KOA Corporation,  
a California corporation

DocuSigned by:  
By: Bruce Moe, City Manager  
Name: Bruce Moe 10/28/2023  
Title: City Manager

DocuSigned by:  
By: Paul Hansen, Managing Member  
Name: Paul Hansen 10/25/2023  
Title: Managing Member

ATTEST:

DocuSigned by:  
By: Liza Tamura, City Clerk  
Name: Liza Tamura 10/30/2023  
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
By: Quinn M. Barrow 10/28/2023  
Name: Quinn M. Barrow David Snow  
Title: City Attorney, Acting

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Steve S. Charelion, Finance Director  
Name: Steve S. Charelion 10/26/2023  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Erick Lee  
Name: Erick Lee 10/25/2023  
Title: Public Works Director