

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated ~~September~~ ^{October} 5, 2017 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and Gillis & Panichapan Architects, Inc., a California corporation ("Contractor"). City and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals on August 4, 2017, seeking proposals for the reconfiguration of the Engineering Division Office located at the Corporate Yard. The work entails tenant improvements to the existing office and expanding into the adjacent parking meter shop for a total workspace of approximately 3,200 square feet. Contractor submitted a proposal dated August 17, 2017 in response to the RFP.

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

C. City desires to retain Contractor as an independent contractor and Contractor desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Contractor's Services.

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

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

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services in conformance with the project timeline, set forth in **Exhibit B**.

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

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

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

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

H. Prevailing Wages. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Contractor 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 30, 2018, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, City shall pay Contractor the total sum of \$47,925 (the "Maximum Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit A**.

B. Expenses. The amount set forth in paragraph 3.A. above includes the cost of all expenditures incurred in the performance of this Agreement; no additional expense reimbursement is authorized.

4. Method of Payment.

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

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

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

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

6. Confidentiality.

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

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

7. Ownership of Documents.

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

8. Indemnification.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Contractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants,

employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

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

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 8 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnities, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

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

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this

Agreement. The hold harmless and indemnification provisions in this Section 8 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mutual Cooperation.

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

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

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

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

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

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

14. Default.

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

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

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 Contractor's and City's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:
Attn: Prem Kumar
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: 310.802.5352
Email: pkumar@citymb.info

If to Contractor:
Jack Panichapan
Gillis & Panichapan Architects, Inc.
2900 Bristol Street, Suite G-205
Costa Mesa, CA 92626
714.668.4260
jack@gparchitects.org

With a courtesy copy to:

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

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

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

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

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

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

(2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

22. Corrections. In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during City's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

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

24. Exhibits. Exhibits A, 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 Contractor's proposal, the provisions of this Agreement shall control.

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

amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

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

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

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

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

34. Corporate Authority. 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.

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


City:

City of Manhattan Beach,
a California municipal corporation

By: 

Name: Nadine Nader
Title: Assistant City Manager

ATTEST:

By:  10/05/17
(At) Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: 

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: 

Name: Bruce Moe
Title: Finance Director

Contractor:

Gillis & Panichapan Architects, Inc.,
a California corporation

By: 

Name: LONGKAVACH PANICHAPAN
Title: PRESIDENT

By: 

Name: LONGKAVACH PANICHAPAN
Title: SECRETARY

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE

August 17, 2017

Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Re: Manhattan Beach Engineering Division Remodel - Public Works

Prem,

The following pages include our proposal for architectural, structural, and MEP engineering services for the Schematic Design thru Bidding phases of the renovation of an approximately 80'x40' A Building at the Manhattan Beach Public Works Facility.

Gillis + Panichapan Architects Inc. (GPa) is an established company providing full-service Architectural, Planning, and Interior Design with over twenty five years of experience serving Municipal and Public Agencies throughout the State of California. We have had extensive experience and expertise in site planning, needs assessment, space planning, architectural and interior design services for a large breadth building types from community centers, offices, classrooms, police and fire training to water district facilities. Our successful experiences leave us with a great depth of specific knowledge that we can bring forward to the projects.

Please see our attached project approach, and the Fee Exhibit for our proposed work plan and fee breakdown. Additional services outside the Scope of Work agreed upon shall not be performed without the authorization of the City. We have tailored our scope and subsequent fee proposal to accommodate the scope of work, realizing that there is latitude in both parameters to be discussed during the contract negotiation.

We look forward to working with you on this project.

Respectfully,



Jack Panichapan, AIA, LEED AP
Principal, CEO
Gillis + Panichapan Architects, Inc.

Project Understanding:

The City of Manhattan Beach Public Works Facility is in the process of looking to accommodate more space for their staff in an optimal method within a restricted budget. The City is looking to convert their existing A building for this task. The building is a premanufactured structure approximately 3200sf in size. The program would call for converting this building into open office space for 12 staff, 1 private office, a pantry, and 2 restrooms. It is anticipated that a new HVAC system would be provided to accommodate this program.

The Project Tasks:

The following is an overall itemized summary of our anticipated project process for the Manhattan Beach Public Works Facility A-102 Building:

1. Program Assessment and Scope Refinement

The conceptual design will be initiated with an introductory "Kick-off" meeting with the City of Manhattan Beach representative members to convey GPa's approach in collaboration with the City through the design process. This meeting is an official opportunity for GPa and the City to work as a team to understand the goals and objectives of the project going forward. This meeting will review and establish project expectations, product deliverables, and specific timeline for this stage and the overall design process. During the process of project development, formal organized workshops will be provided to share our findings and solutions during the project's development with the City's team. The project progress will be presented for input and guidance for iterative refinements.

This initial task will establish a spatial layout review reflecting the overall program area, and individual personnel needs of the proposed addition and renovations we have gathered from our initial walk through of the facilities. GPa will be interactively proposing solutions with the City to gauge reaction and find consensus. At the end of this workshop, a better understanding of the following topics will be established:

- Discuss Project approach and method of coordination with City staff to present. Establish project goals and the methods for determining Project goals and establish points of communication.
- Review, evaluate, and update of City's existing Public Works Facility Building A-102 programming needs for the renovation and provide iterative refinements during the course of the project.
- Establish project schedule/critical path/major decision thresholds.
- Survey and verify existing building conditions

2. Floor Plan and Interior layout Development:

Once the program and scope of renovation is established from the meetings, a conceptual floor plan would be developed from it, layering additional information which includes but is not limited to the following:

- Establish code and regulation for exit route and clearances and circulation requirements.
- Retrofits and re-configurations: Floorplan and demolition plan developed for review.
- Accessible routes
- Interior furnishing and equipment concepts and layouts Furniture Coordination with Furniture vendors (by owner)

3. Statement of Probable Costs

After the schematic design is developed, we will develop a statement of probable costs which can guide the City in assessing the budget for the established needs of the renovation. At the end of this process the City will have a document that will assist in organizing cost and related priorities needed to be addressed for the overall renovation.

A Statement of Probable cost will be provided at schematic level based on sf area take offs for materials. The cost opinion shall be prepared utilizing specific area and quantity take-offs applied to labor and material cost, and shall include allowance for general conditions, contractor's profit and overhead, city costs and contingencies.

4. Construction Documents and Specifications

The scope will encompass developing construction documents relating as required for bidding and construction. This also includes architectural services consisting of preparation of drawings and instructions relating to finishes and hardware, and coordinating existing building elements impacted by existing lighting, and HVAC. Alterations to building mechanical electrical and structural systems and therefore engineering services are also needed as a part of the scope. (Civil Engineering and Landscape Architecture is not anticipated for this project and are not included)

GPa will generate architectural and engineering construction drawings, with all associated technical specifications and documentation required for the purpose of selecting a general contractor for construction. This would include:

- 65% CD: GPa will provide a set of design information regarding the renovation including material selections, demolition and reconstruction plans. (We anticipate there will be one session of client review prior to full construction document completion).
- 90% CD: GPa will provide a set of design information regarding the renovation including material selections, demolition and reconstruction plans. (At this stage, the set would be submitted for plan check).
- 100% CD: GPa will develop the construction document package suitable for public contract advertisement and award.
- Development and preparation of architectural Specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project.

5. Permit and Entitlement

Develop plans for City review and approval along with Building Department submission. Plans will be submitted for approval by the building management and also go through plan check.

- a. GPa will assist with obtaining required permits review and approval as required by the City of Manhattan Beach Building Dept.
- b. Revisions from input from the City after the initial submittal.
(Entitlement excludes Building Department or Plan check Submittal Fees, City Business License fees (if required) or any other 3rd party fees)

6. Bidding Assistance

In the Bidding Phase, GPa following the City approval of the Construction Documents shall provide services designated necessary for GPa to assist the City in obtaining bids and in awarding and preparing contracts for construction.

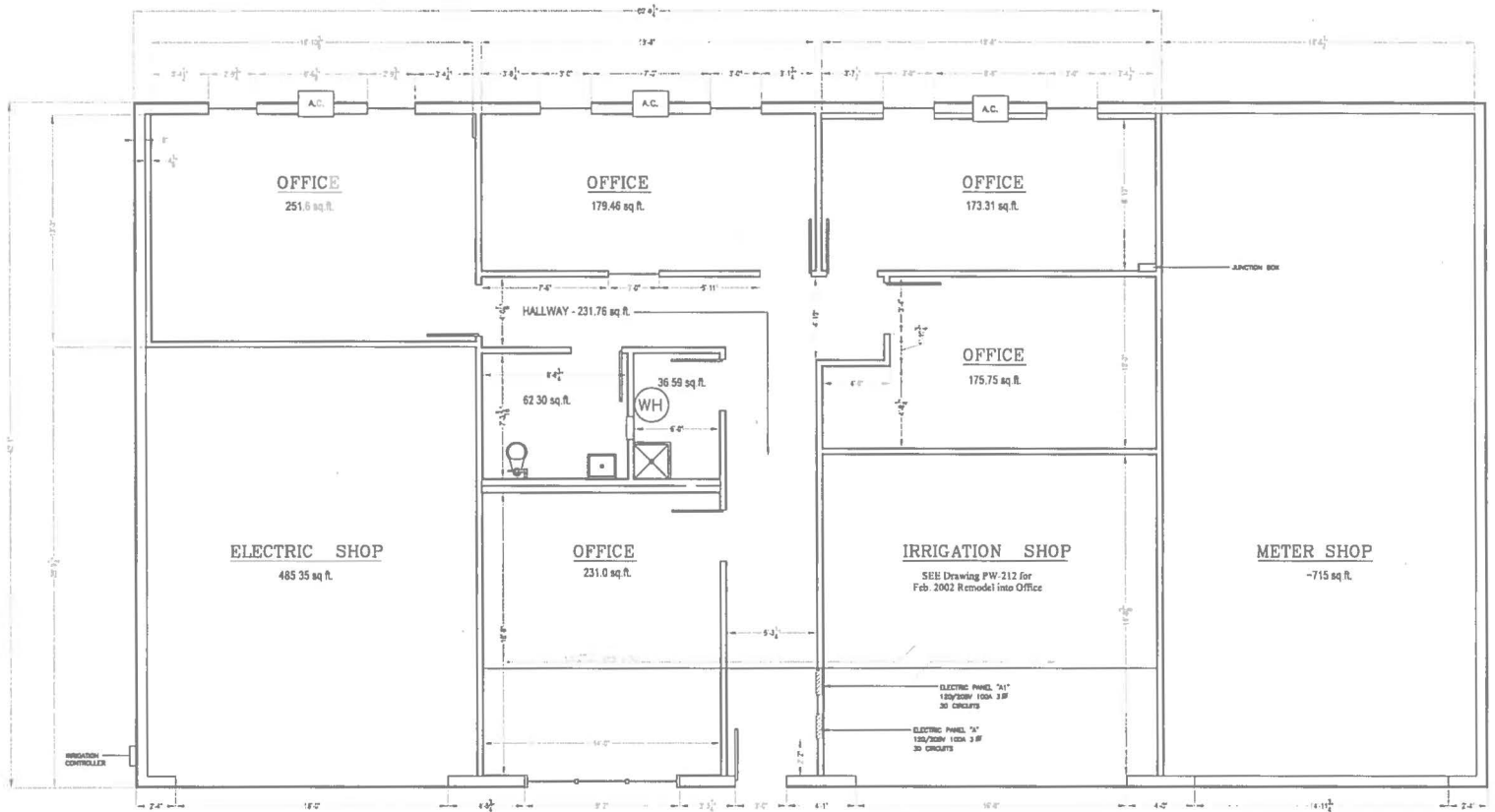


| Schematic Design for Renovation- Bldg A102 City of Manhattan Beach Time & Task Allocation Table 8/17/2017 | | ARCHITECT | | | | sub-totals per line item |
|--|---|-----------|--------------|-------------|----------|--------------------------|
| | | Principal | Project Arch | Job Captain | CAD Tech | |
| Itemized Tasks | | | | | | |
| 1.0 | Program Assessment and Scope Refinement | | | | | |
| a | Initial Workshop to establish project direction (Kick-off) | | 3 | | | \$360 |
| b | Review and evaluate City's existing programming needs for the renovation and provide refinements. Evaluate code and accessibility for project | 3 | 6 | 4 | | \$1,605 |
| c | Establish project schedule/critical path/major decision thresholds | 2 | 2 | | | \$590 |
| d | Survey and verify existing architectural conditions, and develop CAD background plans for project | 2 | 4 | 2 | | \$1,010 |
| 1 Total: | | | | | | \$3,565 |
| 2.0 | Floor/ Site Plan Development | | | | | |
| a | Establish code and regulation for exit route and clearances and circulation requirements | 2 | 6 | 8 | 2 | \$1,940 |
| b | Retrofits and re-configurations: Preparation of Schematic Floorplan and demolition plan developed for review | 2 | 8 | 8 | 4 | \$2,330 |
| c | Interior furnishing concepts and layouts- coordinate info with City's furniture vendor | 2 | 4 | 3 | | \$1,100 |
| 2 Total: | | | | | | \$5,370 |
| 3.0 | Statement of Probable Costs | | | | | |
| a | Provide statement of Probable costs based on established schematic designs | 4 | 8 | 4 | | \$2,020 |
| 3 Total: | | | | | | \$2,020 |
| 4.0 | Construction Documentation | | | | | |
| a | 65% Completion and Client Review | 4 | 42 | 48 | 2 | \$10,210 |
| b | 90% Completion and Client Review | 4 | 20 | 20 | 2 | \$5,050 |
| c | 100% Completion | 2 | 12 | 16 | 2 | \$3,380 |
| d | Development and preparation of architectural Specifications | 2 | 12 | 8 | 2 | \$2,660 |
| 4 Total: | | | | | | \$21,300 |
| 5.0 | Entitlement Development (Plan Check) | | | | | |
| a | assist with obtaining required permits review and approval as required by Plan Check | | 6 | 2 | | \$900 |
| b | discussions, revisions, and interaction with the Building Plan Check during the submittal. | 1 | 6 | 2 | | \$1,075 |
| c | revisions from input from the City Plan Check after the initial submittal. | 1 | 4 | 4 | | \$1,015 |
| 5 Total: | | | | | | \$2,990 |
| 6.0 | Bidding | | | | | |
| a | Response to RFIs | | 4 | 8 | | \$1,200 |
| b | Attend bid meeting during the construction. Perform site visits and observation | | 4 | | | \$480 |
| 6 Total: | | | | | | \$1,680 |
| Hours: | | 31 | 151 | 137 | 14 | 333 |
| Hourly rates | | \$175 | \$120 | \$90 | \$75 | total hours |
| GRAND TOTAL: | | | | | | \$36,925 |
| Reimbursable Allowance ** | | | | | | \$1,000 |
| ARCHITECTURE TOTAL | | | | | | \$37,925 |

** Reimbursables would cover fees accrued for printing and delivery expense related to the project

| | |
|---|-----------------|
| ENGINEERING CONSULTANTS | |
| Mechanical and Electrical Engineering Allowance | \$8,000 |
| Structural Engineering Allowance | \$2,000 |
| GRAND TOTAL and Engineers | \$47,925 |

Scope Exhibit



| CITY OF MANHATTAN BEACH | | | |
|--|------------|----------------|------------|
| PUBLIC WORKS DEPARTMENT | | | |
| BUILDING 'A' - OFFICE AREA | | | |
| FLOOR PLAN - DIMENSIONS & SQUARE FOOTAGE | | | |
| NO. | DATE | BY | DATE |
| 1 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 2 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 3 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 4 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 5 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 6 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 7 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 8 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 9 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 10 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 11 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 12 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 13 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 14 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 15 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 16 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 17 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 18 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 19 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 20 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 21 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 22 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 23 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 24 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 25 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 26 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 27 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 28 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 29 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 30 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 31 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 32 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 33 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 34 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 35 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 36 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 37 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 38 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 39 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 40 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 41 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 42 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 43 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 44 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 45 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 46 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 47 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 48 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 49 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 50 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 51 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 52 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 53 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 54 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 55 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 56 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 57 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 58 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 59 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 60 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 61 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 62 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 63 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 64 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 65 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 66 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 67 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 68 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 69 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 70 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 71 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 72 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 73 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 74 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 75 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 76 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 77 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 78 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 79 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 80 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 81 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 82 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 83 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 84 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 85 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 86 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 87 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 88 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 89 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 90 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 91 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 92 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 93 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 94 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 95 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 96 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 97 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 98 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 99 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |
| 100 | 11.28.1998 | A.B. HENDERSON | 11.28.1998 |

EXHIBIT B
PROJECT SCHEDULE

City of Manhattan Beach
Project: Manhattan Beach Engineering Division Remodel

| ID | Task Name | Duration | Start | Finish | 8/27 | 9/3 | 9/10 | 9/17 | 9/24 |
|----|---|----------|--------------|--------------|------|-----|------|--------|------|
| 1 | NTP | 0 days | Mon 9/18/17 | Mon 9/18/17 | | | | ★ 9/18 | |
| 2 | Task 1 - Program Assessment and Scope Refinement | 15 days | Mon 9/18/17 | Fri 10/6/17 | | | | | |
| 3 | Initial Workshop | 2 days | Mon 9/18/17 | Tue 9/19/17 | | | | | |
| 4 | Review and evaluate existing programming | 5 days | Mon 9/18/17 | Fri 9/22/17 | | | | | |
| 5 | Establish project schedule | 10 days | Mon 9/18/17 | Fri 9/29/17 | | | | | |
| 6 | Survey and verify existing conditions | 15 days | Mon 9/18/17 | Fri 10/6/17 | | | | | |
| 7 | | | | | | | | | |
| 8 | Task 2 - Floor/ Site Plan Development | 25 days | Mon 9/25/17 | Fri 10/27/17 | | | | | |
| 9 | Establish code and regulation | 10 days | Mon 9/25/17 | Fri 10/6/17 | | | | | |
| 10 | Preparation of Schematic drawings | 15 days | Mon 9/25/17 | Fri 10/13/17 | | | | | |
| 11 | Submit concept layout to city | 0 days | Fri 10/6/17 | Fri 10/6/17 | | | | | |
| 12 | Coordinate info with City's furniture vendor | 16 days | Fri 10/6/17 | Fri 10/27/17 | | | | | |
| 13 | | | | | | | | | |
| 14 | Task 3 - Statement of Probable Costs | 10 days | Mon 10/16/17 | Fri 10/27/17 | | | | | |
| 15 | Provide statement of Probable cost | 10 days | Mon 10/16/17 | Fri 10/27/17 | | | | | |
| 16 | | | | | | | | | |
| 17 | Task 4 - Construction Documentation | 75 days | Mon 10/23/17 | Fri 2/2/18 | | | | | |
| 18 | 65% Completion and Client Review | 20 days | Mon 10/23/17 | Fri 11/17/17 | | | | | |
| 19 | 90% Completion and Client Review | 15 days | Mon 11/20/17 | Fri 12/8/17 | | | | | |
| 20 | 100% Completion | 10 days | Mon 1/22/18 | Fri 2/2/18 | | | | | |
| 21 | Develop Specifications | 35 days | Mon 10/23/17 | Fri 12/8/17 | | | | | |
| 22 | | | | | | | | | |
| 23 | Task 5 - Entitlement Development (Plan Check) | 55 days | Fri 12/8/17 | Fri 2/23/18 | | | | | |
| 24 | First submittal to Building Department | 0 days | Fri 12/8/17 | Fri 12/8/17 | | | | | |
| 25 | Building Department review | 30 days | Mon 12/11/17 | Fri 1/19/18 | | | | | |
| 26 | Revisions from input from the City Plan Check | 10 days | Mon 1/22/18 | Fri 2/2/18 | | | | | |
| 27 | Second submittal to Building Department | 0 days | Mon 2/5/18 | Mon 2/5/18 | | | | | |
| 28 | Building Department review | 15 days | Mon 2/5/18 | Fri 2/23/18 | | | | | |
| 29 | | | | | | | | | |
| 30 | Task 6 - Bidding | 29 days | Mon 2/26/18 | Fri 4/6/18 | | | | | |
| 31 | Project Advertisement | 15 days | Mon 2/26/18 | Fri 3/16/18 | | | | | |
| 32 | Job-Walk | 0 days | Fri 3/16/18 | Fri 3/16/18 | | | | | |
| 33 | Response to RFIs | 10 days | Mon 3/19/18 | Fri 3/30/18 | | | | | |
| 34 | Bid due date | 0 days | Fri 4/6/18 | Fri 4/6/18 | | | | | |

Project: 2017-0907 Proj Schedule
Date: Thu 9/7/17

Task
Split

Progress
Milestone

Summary
Project Summary

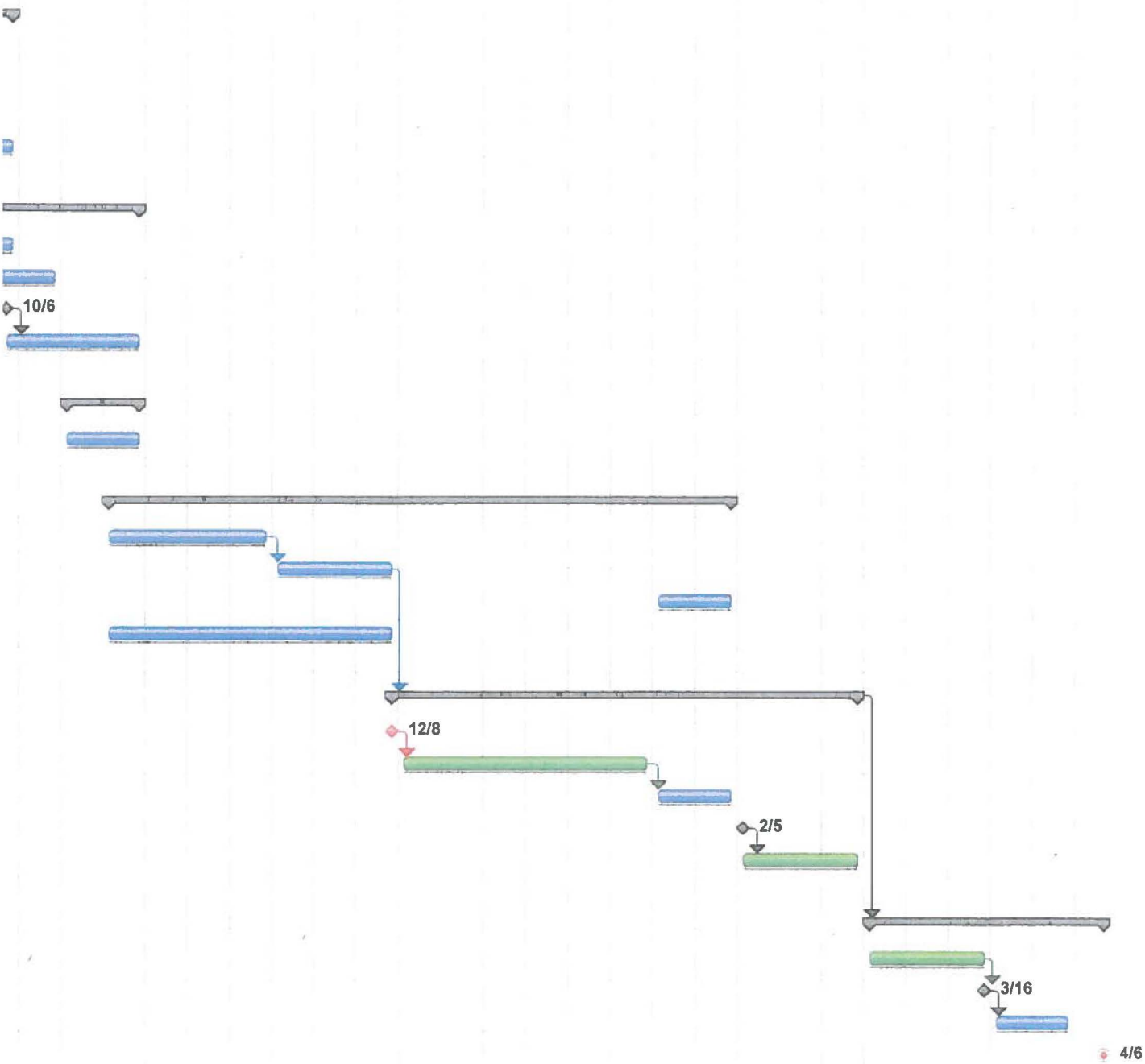


EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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

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

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

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers'

compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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

WRITTEN CONSENT
IN LIEU OF SPECIAL MEETING OF BOARD OF DIRECTORS OF
GILLIS & PANICHAPAN ARCHITECTS, INCORPORATED.
A CALIFORNIA CORPORATION
TAKEN AS OF FEBRUARY 15, 2010
WITHOUT A MEETING

The undersigned, constituting the Sole Director of Gillis & Panichapan Architects, Incorporated, a California corporation ("Corporation"), does hereby consent, pursuant to the provisions of Section 307(b) of the California Corporations Code and the Bylaws of this Corporation, to the adoption of the following resolutions:

APPOINTMENT OF NEW OFFICERS

WHEREAS, both Donald J. Gillis and Cynthia E. Gillis have submitted their resignations as Chief Financial Officer and Secretary of the Corporation, respectively;

WHEREAS, the Sole Director has determined that the appointment of new officers for these positions is therefore appropriate;

NOW, THEREFORE, BE IT RESOLVED, that the following person is appointed to serve in the offices set forth opposite his name until the earlier of his termination or election of new officers by the Board of Directors:

| <u>Name</u> | <u>Office</u> |
|-----------------------|-------------------------|
| Longkavach Panichapan | Chief Financial Officer |
| Longkavach Panichapan | Secretary |

RESOLVED FURTHER, that the Sole Director confirms that Longkavach Panichapan shall continue to serve as President and Chief Executive Officer.

RATIFICATION OF PRIOR ACTS

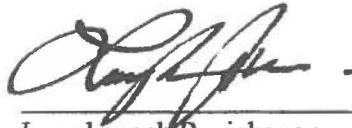
WHEREAS, it is deemed to be in the best interests of this Corporation to ratify the prior acts of the officers;

NOW, THEREFORE, BE IT RESOLVED, that all prior acts taken by the officers of this Corporation are ratified and adopted as the lawful acts of the Corporation as though such actions were in fact approved by the Board of Directors of this corporation prior to the taking of any such action;

RESOLVED FURTHER, that any third party may rely upon any action of an officer of this Corporation which action has been ratified by these or other similar resolutions of the Board of Directors, and such action shall be deemed to be the act and deed of this Corporation;

RESOLVED FURTHER, that these resolutions shall in no way be deemed to confirm or ratify any action of an officer of the Corporation taken on behalf of this Corporation if such action is in violation of any federal, state or local statute or regulation.

IN WITNESS WHEREOF, the undersigned Sole Director of the Corporation has executed this Written Consent as of the 15th day of February, 2010.

A handwritten signature in dark ink, appearing to read 'Longkavach Panichapan', is written over a horizontal line.

Longkavach Panichapan

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN
THE CITY OF MANHATTAN BEACH AND GILLIS & PANICHAPAN
ARCHITECTS, INC.

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Gillis & Panichapan Architects, Inc., a California corporation ("Contractor") (collectively, the "Parties") is hereby entered into as of this 15th day of July, 2018 ("Effective Date").

RECITALS

A. On October 5, 2017, the City and Contractor entered into an agreement for professional services for the Contractor to provide design services for the reconfiguration of the Engineering Division Office located at the Corporate Yard ("Agreement");

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

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

Section 1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through June 30, 2019, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Section 3.A of the Agreement is hereby revised to increase the Maximum Compensation amount by \$1,000, for a new Maximum Compensation of \$48,925.

Section 3. Exhibit A of the Agreement is hereby revised by adding the attached Exhibit A of this Amendment No. 1 to reflect the additional work.

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


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

[signatures begin on next page]

CITY OF MANHATTAN BEACH

GILLIS & PANICHAPAN
ARCHITECTS, INC. (CONTRACTOR)

By: 
Bruce Moe, City Manager


By: JACK PANICHAPAN
Its: PRESIDENT/CEO

ATTEST:

 7-25-18
Liza Tamura, City Clerk

APPROVED AS TO FORM:


Quinn M. Barrow, City Attorney

APPROVED BY FINANCE DEPARTMENT:

By: 
Steve S. Charellan
Interim Finance Director



architecture • interior • planning

Gillis + Panichapan Architects, Incorporated

2900 Bristol Street, Suite G-205 Costa Mesa, CA 92626 Tel 714.668.4260 Fax 714.668.4265 www.gparchitects.org

March 26, 2018

Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Subject: **Manhattan Beach Engineering Division Remodel - Public Works CAL Green Additional Coordination**

Prem,

Thank you for the opportunity to furnish services for the additional services regarding the CalGreen coordination and implementation for mechanical, electrical and plumbing.

A. SCOPE OF WORK SUMMARY

- MEP Engineer Coordination on CAL Green Services

B. CONSULTANTS

We will plan to utilize the following consultants:

MEP Engineer
Monita Verma
H2S Engineers
mverma@h2sengineers.com

D. COMPENSATION

We propose to furnish these services not to exceed:

\$1,000 (One Thousand Dollars)

Additional services outside the Scope of Work agreed upon shall not be performed without the authorization of the Client and/or Owner. We have tailored our scope and subsequent fee proposal to accommodate the scope of work, realizing that there is latitude in both parameters to be discussed during the contract negotiation.

Sincerely,

Jack Panichapan, AIA, LEED AP, President, CEO
Gillis + Panichapan Architects, Inc.