

DESIGN SERVICES AGREEMENT

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

RECITALS

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

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

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

The Parties therefore agree as follows:

1. Consultant's Services.

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

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Omar Jaradat, PhD, PE, Vice President, Principal-in-Charge and Jerry Holcomb, PE, Project Manager (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

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

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to City.

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

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

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

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

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

3. Compensation.

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

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

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the

Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

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

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

6. **Information and Documents.**

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

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

City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

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

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

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

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

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

design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

B. Other Indemnities.

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

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

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

arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

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

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

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

9. Insurance.

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

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

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$300,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

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

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

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

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

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

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

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

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

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

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

If to City:

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

If to Consultant:

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

With a courtesy copy to:

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

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

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

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

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

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

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

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

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

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

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

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or

any of the rights or obligations of the Parties to this Agreement.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Manhattan Beach,
a California municipal corporation

By: _____

Name: Bruce Moe
Title: City Manager

ATTEST:

By: _____

Name: Liza Tamura
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

Consultant:

Moffatt & Nichol,
a California corporation

By: Michael J. McCarthy

Name: MICHAEL J. MCCARTHY
Title: VICE PRESIDENT

By: David Michael

Name: DAVID MICHAEL
Title: CORPORATE SECRETARY

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED



EXHIBIT A
SCOPE OF WORK



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

METHODOLOGY & WORK PLAN

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

Task 1 – General Project Management Services Through All Project Phases

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

Key Tasks include:

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



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

Task 2 – Preliminary Design Development

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

Added Value Considerations

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

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

Key Tasks Include:

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



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

Typical Key Tasks:

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

Task 3 – Environmental Assessment/Analysis

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

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

Added Value Considerations

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

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



Key Tasks Include:

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

Task 4 – Entitlement/Permit Filing Services

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

Environmental Processing and Regulatory Agency Permitting Flow Chart



Added Value Considerations

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

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



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

Task 5 – Final Design/Construction Documents

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



Added Value Considerations

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

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

Key Tasks include:

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

Task 6 – Designs Support for the Final Bidding

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

Key Tasks include:

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

Task 7 – Design Support Service During Construction

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

Key Tasks include:

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



PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH



Project Schedule

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

Milestones:

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



PIER RAILING REPLACEMENT PROJECT CITY OF MANHATTAN BEACH



FEE PROPOSAL

	Moffatt & Nichol										Patriot ¹		Daly ⁴		KDM ³		Task Totals
	Supervisor Eng./Sci.	Senior Eng./Sci.	Eng./Sci. III	Eng./Sci. II	Eng./Sci. I	Staff Eng.	Senior Tech.	CADD Designer	Word Processor	General Clerical	Laboratory Specialist	Field Technician	Enviro. Specialist	Enviro. Assistant	Survey Manager	Project Surveyor	
	P-7	P-6	P-5	P-4	P-3	P-1, P-2	T-5	T-4	A-4, A-3	A-1, A-2	F-2	F-1	E-2	E-1	S-2	S-1	
	\$259	\$238	\$223	\$195	\$174	\$139	\$191	\$180	\$113	\$88	\$120	\$74	\$124	\$78	\$185	\$170	
Base Project Tasks¹																	
Task 1 - General Project Management Services	11.00	-	38.00	-	-	12.00	-	-	-	-	-	-	10.00	-	-	-	\$14,231
Task 2 - Preliminary Design Development	12.00	12.00	16.00	16.00	-	54.00	-	28.00	4.00	-	-	-	12.00	-	40.00	30.00	\$39,654
Task 3 - Environmental Assessment/Analysis	19.00	-	14.00	56.00	-	2.00	-	-	-	-	10.00	10.00	38.00	18.00	-	-	\$27,197
Task 4 - Entitlement/ Permit Filing Services ²	4.00	44.00	4.00	88.00	-	-	-	-	-	-	-	-	-	-	-	-	\$29,256
Task 5 - Final Design/ Construction Documents	7.00	6.00	17.00	-	-	30.00	-	60.00	8.00	-	-	-	-	-	-	-	\$23,382
Task 6 - Design Support for Final Bidding	2.00	-	4.00	-	-	4.00	-	-	-	-	-	-	-	-	-	-	\$1,966
Task 7 - Design Support Services During Construction	4.00	-	32.00	-	-	48.00	-	16.00	-	-	-	-	-	-	-	-	\$17,724
	M&N Total										\$130,282	Patriot Total	\$1,940	Daly Total	\$8,688	KDM Total	\$12,500
													M&N Markup on SubConsultant Fees %		5%		\$1,156
													Subconsultant % of Total Cost		15%		
													Total Base Project Estimate				\$154,566
Additional Optional Tasks																	
Task 8 - Additional Services as Needed																	
8A - As-Needed Meetings ³	8.00	12.00	-	4.00	-	12.00	-	-	-	-	-	-	-	-	-	-	\$7,380
8B - As-Needed Laboratory Testing	-	-	2.00	-	-	4.00	-	-	-	-	10.00	10.00	-	-	-	-	\$2,942
	M&N Total										\$8,382	Patriot Total	\$1,940	Daly Total	\$0	KDM Total	\$0
													M&N Markup on SubConsultant Fees %		5%		\$97
													Subconsultant % of Total Cost		19%		
													Total Additional Services Estimate				\$10,419

Notes

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



PIER RAILING REPLACEMENT PROJECT
CITY OF MANHATTAN BEACH

Moffatt & Nichol Fee Schedule

RATE SCHEDULE FOR PROFESSIONAL SERVICES

Effective October 1, 2018 Until Revised

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

REIMBURSABLE EXPENSES (Unless Otherwise Provided in Written Agreement)

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



PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH

KDM Fee Schedule



KDM MERIDIAN

Fee Schedule

Valid Through October 1, 2019

PROFESSIONAL SERVICES:

HOURLY RATE:

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

REIMBURSABLES:

RATE:

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

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

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

Over-time will be charged at 1.35 times the regular rate.
Double-time will be charged at 2.0 times the regular rate.
Sunday time will be charged at 2.0 times the regular rate.
Holiday time will be charged at 2.5 times the regular rate.

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



PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH

Patriot Fee Schedule

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



Rate Schedule

Valid Through October 1, 2018 Until Revised

PROFESSIONAL SERVICES:

HOURLY RATE:

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

\$120.00

\$74.00

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

\$25.00 / per sample

\$250.00 / per occurrence

REIMBURSABLES:

RATE:

(Unless otherwise Provided in Written Agreement):

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

Cost + 5%

\$50/day/person

\$ 0.60/mile

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



PIER RAILING REPLACEMENT PROJECT
CITY OF MANHATTAN BEACH



Daily & Associates Fee Schedule



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

Fee Schedule

Valid October 1, 2018 Until Revised

PROFESSIONAL SERVICES:

HOURLY RATE:

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

REIMBURSABLES

RATE:

(Unless otherwise Provided in Written Agreement):

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

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Contractor acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Contractor shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Contractor's Services are subject to compliance monitoring and enforcement by DIR. Contractor shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
6. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate

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

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

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

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

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

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

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

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



PARTNERING WITH YOU FOR SUCCESS

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Fee Proposal	Separate Envelope



M&N engineers conducting pier inspection, 2011.

UNDERSTANDING SCOPE OF SERVICES

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

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



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

METHODOLOGY & WORK PLAN

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

Task 1 – General Project Management Services Through All Project Phases

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

Key Tasks include:

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



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

Task 2 – Preliminary Design Development

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

Added Value Considerations

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

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

Key Tasks Include:

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



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

Typical Key Tasks:

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

Task 3 – Environmental Assessment/Analysis

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

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

Added Value Considerations

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

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



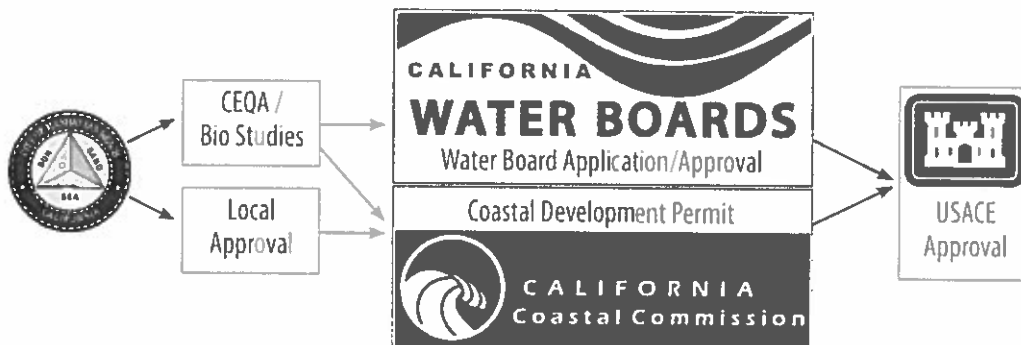
Key Tasks Include:

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

Task 4 – Entitlement/Permit Filing Services

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

Environmental Processing and Regulatory Agency Permitting Flow Chart



Added Value Considerations

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

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



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

Task 5 – Final Design/Construction Documents

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



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Added Value Considerations

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

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

Key Tasks include:

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

Task 6 – Designs Support for the Final Bidding

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

Key Tasks include:

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

Task 7 – Design Support Service During Construction

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

Key Tasks include:

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



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construction duration.

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

Task 8 – Additional Services as Needed

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

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

Typical Key Tasks: Possible additional meetings may include:

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

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

Typical Key Tasks May Include:

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

PROJECT MANAGEMENT

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

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

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



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

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

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

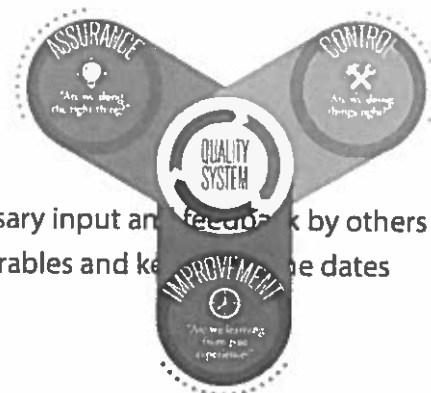
- Define the project scope and limitations
- Define the client's schedule and budget requirements
- Identify the client's staff and outside agencies that will review/approve documents
- Identify project phasing, staging, and permitting process
- List deliverables and schedules that apply to them
- Describe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

SCHEDULE, QUALITY, AND COST CONTROL

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

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

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





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

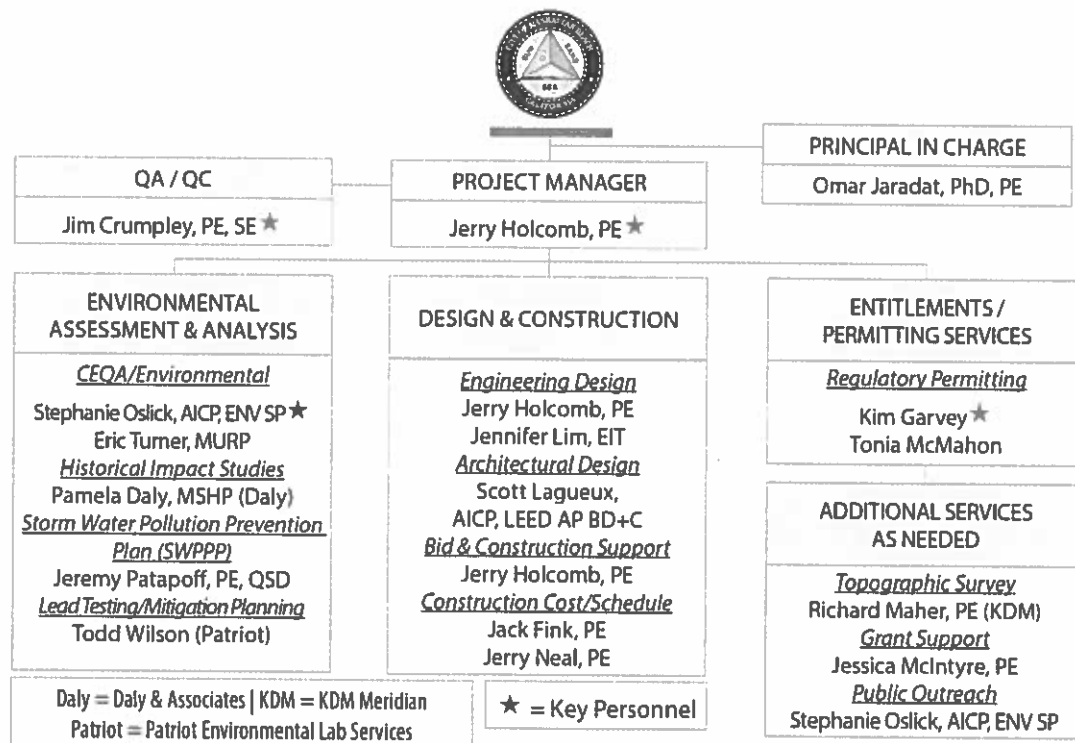
- A Quality Manager is identified who will develop a quality plan commensurate with the needs and budget of the directive and verify that the plan is implemented.
- The Quality Plan for each directive defines the deliverables and work products to be reviewed, who will review, and when.
- Senior Reviewers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

Statement of Qualifications

M&N TEAM ORGANIZATION AND STAFF QUALIFICATIONS

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

M&N TEAM ORGANIZATION CHART





Contract Exceptions

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

This proposal considers the following exclusions:

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

Subconsultant References

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



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Project Schedule

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

Milestones:

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



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Resource Allocation Matrix

RESOURCE ALLOCATION MATRIX (Proposal # 1181-19) Manhattan Beach Pier Handrail Replacement			Moffatt & Nichol										Parron		Carr		KUM		TOTAL HOURS
			James Eng Sr.	James Eng Jr.	Eng Sr. A	Eng Sr. B	Eng Sr. C	Eng Sr. D	Eng Sr. E	Eng Sr. F	Eng Sr. G	Eng Sr. H	Eng Sr. I	Eng Sr. J	Eng Sr. K	Eng Sr. L	Eng Sr. M	Eng Sr. N	
(2025 Calendar)																			
(2025 Budget #)																			
Task Description																			
TASK 1 - GENERAL PROJECT MANAGEMENT SERVICES																			
1a	General Admin, Coord'n, Tracking																		0
1.1	Admin and tracking	2		20															22
1.2	Expenses, Invoicing	2		6															8
1b	QC - Data, Rpt Assignments, Dwg																		0
1.3	QA/QC Management (30% 60% 100% and Final)	6																	6
1c	Meetings (Review design progress 3mtg)																		0
1.4	Kick-Off Meeting (1-mtg with 2-staff)			2				2											4
1.5	Design Review Meeting (5-mtgs with 2-staff)			10				10											20
TASK 1 - GENERAL PROJECT MANAGEMENT SERVICES TOTAL			11	0	38	0	0	12	0	0	0	0	0	0	0	10	0	0	40
TASK 2 - PRELIMINARY DESIGN DEVELOPMENT																			
2a	Structural Design & Concepts																		0
2.1	Preliminary Structural Design & Concepts	1		2	2		6									6			17
2b	Exhibits and Renderings																		0
2.2	CADD Plans	1		2	2		4		2										17
2.3	Renderings								20										20
2c	Construction Specifications																		0
2.4	Preliminary General Specifications (Outline)	0.5					2			2									5
2.5	Preliminary Technical Specifications (Outline)	0.5					2			2									5
2d	Engineers Estimate & Schedule																		0
2.6	Prepare Preliminary Engineers Estimate	0.5	2				4												7
2.7	Prepare Preliminary Construction Schedule	0.5	2				4												7
2e	Public Outreach																		0
2.8	Attend City Council Meetings (2-mtgs with 2-staff)	8	8	8	8		16								6				54
2f	Pier Topographic Survey																		0
2.9	Perform Tidal Survey and Coordinate with City Staff			4	4		16										40	30	80
TASK 2 - PRELIMINARY DESIGN DEVELOPMENT TOTAL			12	12	16	16	0	54	0	28	4	0	0	0	12	0	40	30	224
TASK 3 - ENVIRONMENTAL ASSESSMENT / ANALYSIS																			
3a	Environmental Documentation																		0
3.1	CEQA Environmental Document (Project Description)	14			12														26
3.2	Historic Impact Assessment Report (includes 1-day in field to gather photos for reporting)	2			4										36	16			58
3.3	SWPPP & BMPs	3		12															15
3.4	Lead Testing & Mitigation Plan (includes 1-day in field to gather up-to five (5) samples for Bulk Chip Analysis by Atomic Absorption Spectrometry (AAS))			2			2						10	10					24
TASK 3 - ENVIRONMENTAL ASSESSMENT / ANALYSIS TOTAL			19	0	14	16	0	2	0	0	0	0	10	10	36	16	0	0	123
TASK 4 - ENTITLEMENT / PERMIT FILING SERVICES																			
4a	Regulatory Agency Permitting																		0
4.1	USACE - Application and Coordination		4		16														20
4.2	CCC - Application and Coordination		16		40														56
4.3	RV/DCB - Application and Coordination		8		20														28
4.4	CDFW - Application and Coordination				4														4
4.5	State / LA County Local Permits - Coordination		6	6	8														16
4.6	As Needed Meetings (3-mtgs with 2-staff)	4	12		8														24
TASK 4 - ENTITLEMENT / PERMIT FILING SERVICES TOTAL			4	44	4	86	0	0	0	0	0	0	0	0	0	0	0	0	136



PIER RAILING REPLACEMENT PROJECT

CITY OF MANHATTAN BEACH

RESOURCE ALLOCATION MATRIX (Proposal # 1181-19) Manhattan Beach Pier Handrail Replacement			Moffatt & Nichol										Patrol		City		R.E.M.		TOTAL HOURS
			Super-Vice Eng 50	Senior Eng 20	Eng 50/10	Eng 50/1	Eng 50/1	Surf Eng	Senior Tech	CADD Designer	Wood Fabricator	General Electric	Laboratory Spec and	Field Technician	Engrg Specialist	Engrg Assistant	Survey Assistant	Project Supervisor	
Labor Category			P-1	P-2	P-3	P-4	P-5	P-1, P-2	T-1	T-2	A-1, A-2	A-1, A-2	P-3	P-1	B-1	B-1	B-2	B-1	
2019 Bidding Rate			\$700.00	\$230.00	\$221.00	\$194.00	\$174.00	\$129.00	\$151.00	\$100.00	\$113.00	\$89.00	\$120.00	\$74.00	\$134.00	\$75.00	\$130.00	\$175.00	
Task Description																			
TASK 5 - FINAL DESIGN / CONSTRUCTION DOCUMENTS																			
5a	Structural Design																	0	
5.1	Structural Design of Preferred Alternative		2		8			20										30	
5b	CADD Plans																	0	
5.2	CADD Plans (30% 60% 100% and Final)		1							40								40	
5.3	Renderings (30% 60% 100% and Final)									20								20	
5c	Construction Specifications																	0	
5.4	General Specifications (30% 60% 100% and Final)		1		4			8			4							17	
5.5	Technical Specifications (30% 60% 100% and Final)		1		1			2			4							8	
5d	Engineers Estimate & Schedule																	0	
5.6	Prepare Engineers Estimate (30% 60% 100% Final)		1	4	2													7	
5.7	Prepare Construction Schedule (30% 60% 100% Final)		1	4	2													7	
TASK 5 - FINAL DESIGN / CONSTRUCTION DOCUMENTS TOTAL			7	8	17	0	0	30	0	60	8	0	0	0	0	0	0	130	
TASK 6 - DESIGN SUPPORT FOR FINAL BIDDING																			
6a	Bid Support Services																	0	
6.1	Respond to RFI's and Request for Clarification		2		4			4										10	
TASK 6 - DESIGN SUPPORT FOR FINAL BIDDING TOTAL			2	0	4	0	0	4	0	0	0	0	0	0	0	0	0	10	
TASK 7 - DESIGN SUPPORT SERVICES DURING CONSTRUCTION																			
7a	Construction Support Services																	0	
7.1	KO Meeting (1-mtg with 2-staff)		2		2													4	
7.2	RFI Responses				4			16										20	
7.3	Submittal Responses		2		20			24										46	
7.4	Site Visit (1-visit with 2-staff)				4			4										8	
7.5	Record Drawings				2			4		16								22	
TASK 7 - DESIGN SUPPORT SERVICES DURING CONSTRUCTION TOTAL			4	0	32	0	0	48	0	16	0	0	0	0	0	0	0	100	
TASK 8 - ADDITIONAL SERVICES AS NEEDED																			
8A	As-Needed Meetings		8	12		4		12										36	
8B	As-Needed Laboratory Testing				2			4				10	10					26	
TASK 8 - ADDITIONAL SERVICES AS NEEDED TOTAL			8	12	2	4	0	16	0	0	0	10	10	0	0	0	0	62	
TOTAL			67	78	127	162	0	166	0	134	12	0	29	20	60	16	46	800	