

## DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated July 8, 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and IDS Group, Inc., 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. 1203-19 on January 11, 2019, titled "Design Services for the Kiln Installation Project". Consultant submitted a proposal dated February 27, 2019 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 design services for the Kiln Installation Project, attached as **Exhibit A**. Consultant's Proposal is attached as **Exhibit C**. 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 John Silber, Principal Architect (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

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.

Approved for Use 4/12/19

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

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

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

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

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through December 31, 2020, unless sooner terminated as provided in Section 12 of this Agreement or extended.

**3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$49,815.00 (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 \$1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

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

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self

insurance shall not be considered to comply with the insurance requirements under this Section.

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

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

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

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

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

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

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant

may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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

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

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

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

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

#### **12. Termination of Agreement.**

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



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

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

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

**14. Default.**

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

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

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

If to City:

Attn: Mamerto Estepa, Jr.  
City of Manhattan Beach  
1400 Highland Avenue  
Manhattan Beach, California 90266  
Telephone: (310) 802-5325  
Email: mestepa@citymb.info

If to Consultant:

Attn: John Silber, AIA  
IDS Group, Inc.  
1 Peters Canyon Rd., Ste. 130  
Irvine, CA 92606  
Telephone: (323) 800-6500  
Email: John.Silber@idsgi.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, and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except

those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:

City of Manhattan Beach,  
a California municipal corporation

Consultant:

IDS Group, Inc.,  
a California corporation

By: 

Name: Bruce Moe  
Title: City Manager

By: 

Name: Said Hilmy  
Title: President

ATTEST:

By: 

Name: Rami Elhassan  
Title: Secretary

By:  7-23-19

Name: Liza Tamura  
Title: City Clerk

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

APPROVED AS TO FORM:

By: 

Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO CONTENT:

By: 

Name: Steve S. Charelian  
Title: Finance Director



## EXHIBIT A SCOPE OF SERVICES



Design Services for Multiple Park Facilities

RFP No. 1203-19

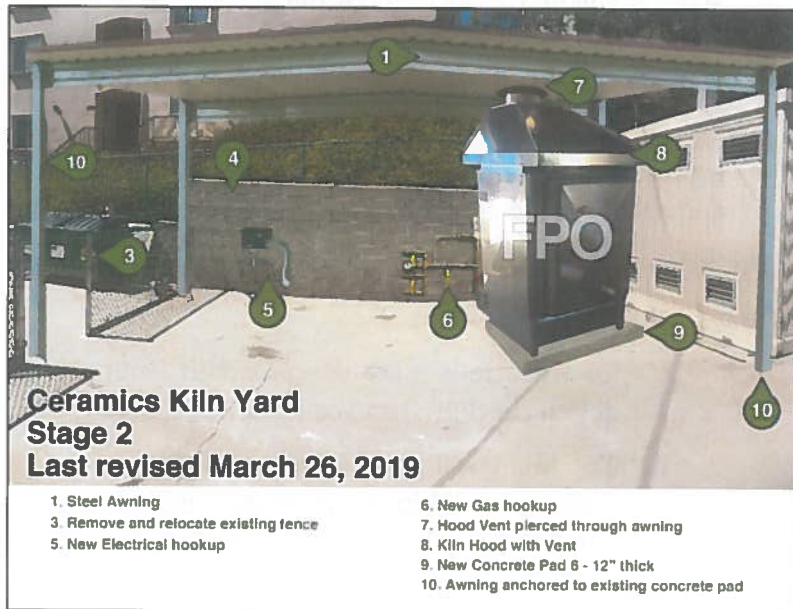
### Scope of Services

IDS is an architectural and engineering consulting firm offering comprehensive design services specializing in capital improvement projects. We have prepared our project understanding, the City's expectations, and scope-of-work from Request for Proposal No. 1203-19.

### Understanding of the Project

#### Kiln Project

IDS understands the City currently owns, operates, and maintains a Ceramics Kiln Yard located west of Dorsey Field and north of the tennis courts, which is west of Valley Dr. near 19th St. The City has purchased a new gas kiln that will be placed at the Ceramics Kiln yard, which requires the design and installation of the necessary hook-ups, concrete pad, awning, wall, etc., as described in the RFP.





---

## Kiln Project

---

IDS' Team will provide design services for the Kiln Project, including preparing site plan, plans, specifications, structural calculations for raised pads, new walls, covered awning, etc., utility hook-up coordination, design detail callouts, ADA and egress/exit compliance requirements and getting all the permit approvals from the City's Building and Safety Division and Fire Department.

IDS understands the project is broken out into the following two (2) separate Stages/Phases:

- **Stage 1:** The first Stage includes the installation of the 6-inch pad and kiln, which is a 24 cubic feet gas kiln DLB-24 by Geil Kilns, including hooking up the kiln to the gas and electric service. The first stage also includes the removal and installation of new fencing around the kiln area.
- **Stage 2:** Stage two includes the design development for the steel awning; awning anchorage; extension of retaining wall; electrical hookups; new gas hookups; hood vent; concrete pad, and anchorage to concrete pad.

The following tasks will be included in Both Stage 1 and Stage 2:

### Task 1: Design Development

- a. IDS will attend a pre-design kickoff meeting with City Staff to evaluate preliminary design concept(s) and conduct a preliminary field investigation of the project site.
- b. IDS' team will review existing documents including, but not limited to, record drawings and prior projects. Research of existing utilities within the project site (i.e. Gas Company, Southern California Edison, Frontier, Spectrum, West Coast Basin, etc.).
- c. IDS will conduct a site survey of the project area and perform detailed field check noting topographic features, property lines, elevation/grade lines, and structures, etc. Incorporate results into a formal demolition, grading, construction, irrigation and planting plans and details, as required.
- d. IDS will conduct a thorough review of collected data, interview City staff, and evaluate the present conditions/constraints to develop a firm understanding of the project objective in order to incorporate a construction strategy within the design that ultimately results in minimal disruption.
- e. IDS will prepare a complete drawing set of plans, notes and details to construct the proposed improvements as well as prepare detailed Specifications for the improvements and incorporate the City's standard "boilerplate" Contract Documents into a "bid-ready" document. IDS will submit Designs for review and comment at 60%, 90% and 100% Plans, Specifications, and Estimate.
- f. IDS' Plan Check Submittal will include any calculation package (if required) and will be routed through the City's Planning and Building Divisions of the Community Development Department for review and approval.





- IDS will prepare any necessary revisions to the plans, specifications, etc. due to the City Plan Check.
  - IDS will provide hard copies as required by City Planning and Building Divisions for City Plan Check.
  - IDS' final deliverables will include plans on 4 mil, D-size (24"x36") mylar sheets and include drawing sheets with all required seals certifying their respective designs, along with stamped approvals from the Building Official and any other required City Department; as deemed necessary by the City's plan check process.
  - IDS will submit to the City in electronic pdf and AutoCAD file formats.
  - The plans shall be in AutoCAD Version and the balance of the construction documents shall be in Microsoft Word and/or in Excel.
- g. IDS will attend Design review progress meeting(s) as necessary. (IDS has defined "as necessary" based on our related project experience – see the Resource Allocation Matrix.)

#### **Task 2: Preparation of Project Cost Estimates**

- a. IDS will prepare a detailed cost estimate for the proposed improvements. Project Cost Estimate submittals are required with the required 60%, 90%, and 100% design submittals.

#### **Task 3: Bidding and Construction Services**

- a. IDS will assist the City during the bidding phase with responses to any requests for clarification and provide support documentation, as required.
- b. IDS will review Contractor's submittals for general conformance and compliance with the design and contract documents.
- c. As deemed necessary by the City, IDS will attend the pre-construction meeting and any further, periodic (monthly) construction meetings including Structural Observations for foundation.
- d. IDS will provide consultation and support documentation to assist City staff in the resolution of field problems and/or design clarifications (requests for information).
- e. IDS will prepare design revisions and details due to incomplete plans or changed/unforeseen conditions.

City of Manhattan Beach Kiln Project

ID	Task Name	Duration	Start	Finish	
1	<b>Track 1</b>	277 days	Mon 6/3/19	Tue 6/23/20	
2	<b>Manhattan Beach Kiln Project</b>	277 days	Mon 6/3/19	Tue 6/23/20	
3	NOTICE TO PROCEED	1 day	Mon 6/3/19	Mon 6/3/19	
4	Task 1 Schematic Design Phase Kickoff	1 day	Tue 6/4/19	Tue 6/4/19	
5	Task 1.1.1: Review prior reports and existing/as-built documentation	7 days	Wed 6/5/19	Thu 6/13/19	
6	Task 1.1.2: Site visit (architect, civil, mechanical, electrical) & User/City Staff Meeting	1 day	Fri 6/14/19	Fri 6/14/19	
7	Task 1.1.3: Prepare background drawings and roofing recommendations	5 days	Mon 6/17/19	Fri 6/21/19	
8	Task 1.1.4: Based on City Staff input, prepare final SD drawings	6 days	Fri 6/21/19	Fri 6/28/19	
9	Task 1.1.5: Submit alternative designs for City Review/Selection	5 days	Mon 7/1/19	Fri 7/5/19	
10	Task 1.1.6 Prepare final schematic design (SD) based on City selection	6 days	Fri 7/5/19	Fri 7/12/19	
11	<b>Task II: Design Development ( DD Phase) Kickoff</b>	1 day	Mon 7/15/19	Mon 7/15/19	
12	Task 2.1.1: Prepare DD drawings base on City approved SD drawings	10 days	Mon 7/15/19	Fri 7/26/19	
13	Task 2.1.2: Submit DD drawings for City review/input	3 days	Mon 7/29/19	Wed 7/31/19	
14	Task 2.1.3 Make any required changes & complete DD drawings	5 days	Thu 8/1/19	Wed 8/7/19	
15	<b>Task III: Construction Documents (CD Phase)</b>	1 day	Thu 8/8/19	Thu 8/8/19	
16	Task 3.11: Prepare 30% CD's for City Staff Review and submittal	14 days	Fri 8/9/19	Wed 8/28/19	
17	Task 3.12: Prepare 60% CD's for City Staff Review and submittal	14 days	Thu 8/29/19	Tue 9/17/19	
18	Task 3.13: Prepare 90% CD's & Cost Estimate for City Staff Review and submittal	14 days	Wed 9/18/19	Mon 10/7/19	
19	Task 3.14: Based upon City approval, prepare 100% CD's for Bldg Dept review	14 days	Tue 10/8/19	Fri 10/25/19	
20	Task 3.15: Complete Bldg Dept Corrections & Re-submit	12 days	Tue 11/12/19	Wed 11/27/19	
21	<b>Task IV: Bidding/Negotiation (BN Phase) &amp; Construction Administration (CA Phase)</b>	1 day	Thu 11/28/19	Thu 11/28/19	
22	Task 4.11: Assist staff during Bid Phase	30 days	Fri 11/29/19	Thu 1/9/20	
23	Task 4.12: Construction support for project (RFI's, Submittals, etc.)	45 days	Fri 1/10/20	Thu 3/12/20	
24	Task 4.13: Construction close-out support for project (Punchlist, etc.)	30 days	Fri 3/13/20	Thu 4/23/20	
25	Task 4.14 Project Finish	5 days	Fri 4/24/20	Thu 4/30/20	

Date Prepared: 9/12/17  
Date Revised: Tue 5/21/19

Task Milestone Summary Project Summary

**EXHIBIT B  
APPROVED FEE SCHEDULE**

**City of Manhattan Beach**



**RFP #1203-19 DESIGN SERVICES FOR MULTIPLE PARK FACILITIES**

Resources and Fees		PRINCIPAL \$175		PROJECT MANAGER \$150		PROJECT ARCHITECT \$135		STRUCTURAL ENGINEER \$135		MECHANICAL ENGINEER \$135		ELECTRICAL ENGINEER \$135		CIVIL ENGINEER \$135		LAND SURVEYOR \$125		2-MAN SURVEY CREW \$250		COST ESTIMATOR \$125		LANDSCAPE ARCHITECT \$135		TOTAL HOURS	TOTAL FEE
TASK	DESCRIPTION	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST		
	<b>Kiln Project</b>																								<b>\$49,815</b>
<b>1</b>	<b>Design Development</b>																								
1a	Pre Design Meetings	0	\$0	2	\$300	2	\$270	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$570
1b	Research & Review As builts and Utility Records	0	\$0	0	\$0	2	\$270	0	\$0	0	\$0	0	\$0	0	\$0	6	\$750	0	\$0	0	\$0	0	\$0	8	\$1,020
1c	Site Assessment and Topo Surveying	0	\$0	2	\$300	4	\$540	0	\$0	0	\$0	0	\$0	0	\$0	8	\$1,000	12	\$3,000	0	\$0	0	\$0	26	\$4,840
1d	Evaluate Conditions & Receive Staff Input	0	\$0	2	\$300	4	\$540	4	\$540	4	\$540	4	\$540	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	18	\$2,460
1e	Prepare Construction Drawings	1	\$175	4	\$600	40	\$5,400	36	\$4,860	28	\$3,780	24	\$3,240	18	\$2,430	0	\$0	0	\$0	0	\$0	0	\$0	151	\$20,485
1f	Permit and Approval Processing	0	\$0	4	\$600	4	\$540	8	\$1,080	4	\$540	4	\$540	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$3,300
1g	Design Review Coordination Meetings	0	\$0	4	\$600	2	\$270	0	\$0	2	\$270	0	\$0	2	\$270	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,410
1h	Supplemental Design Services ( as directed by the City)	2	\$350	6	\$900	4	\$540	4	\$540	4	\$540	4	\$540	4	\$540	4	\$500	0	\$0	4	\$500	0	\$0	36	\$4,950
<b>2</b>	<b>Cost Estimates</b>																								
2a	Detailed Cost Estimate	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,500	0	\$0	12	\$1,500
<b>3</b>	<b>Bidding and Construction Services</b>																								
3a	Assist Staff During Bid Phase	0	\$0	2	\$300	0	\$0	1	\$135	1	\$135	1	\$135	0	\$0	0	\$0	0	\$0	2	\$250	0	\$0	7	\$955
3b	Review Contractor Submittals	0	\$0	2	\$300	0	\$0	4	\$540	4	\$540	4	\$540	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	14	\$1,920
3c	Construction Meetings	0	\$0	4	\$600	0	\$0	7	\$945	7	\$945	7	\$945	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	25	\$3,435
3d	RFIs and Clarifications	0	\$0	0	\$0	4	\$540	2	\$270	2	\$270	2	\$270	2	\$270	0	\$0	0	\$0	0	\$0	0	\$0	12	\$1,620
3e	Design Revisions	0	\$0	0	\$0	4	\$540	2	\$270	2	\$270	2	\$270	0	\$0		\$0	0	\$0	0	\$0	0	\$0	10	\$1,350

## EXHIBIT C CONSULTANT'S PROPOSAL



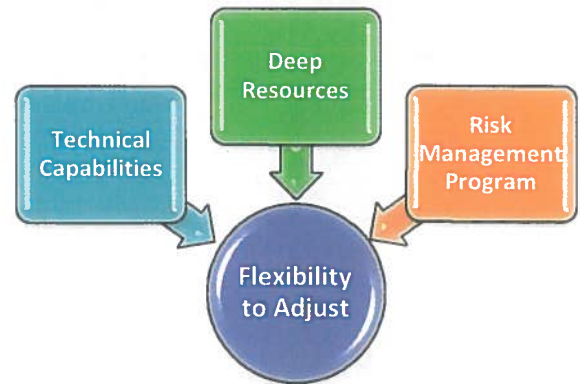
Design Services for Multiple Park Facilities

RFP No. 1203-19

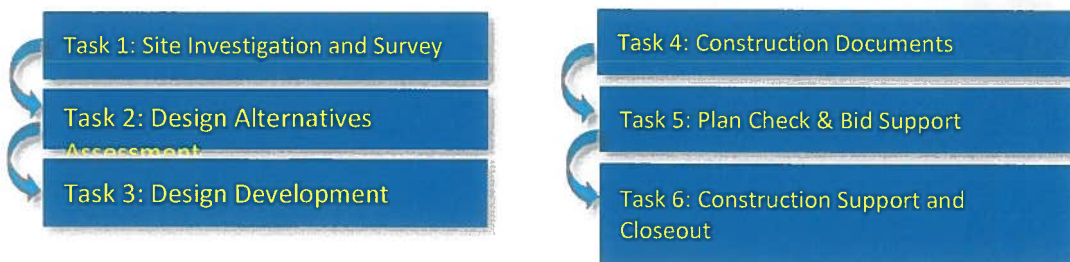
### Methodology and Work Plan

#### Methodology

IDS has successfully served as a professional consultant to numerous public agencies to help meet workload demands and project scheduling commitments in relation to Professional Design Support Services. Below is our methodology to our work plan.



- ➔ **Establishing Goals and Metrics for Success:** We will conduct kickoff meetings with City staff and stakeholders designated by the City to establish the specific goals and metrics the City has envisioned for each project.
- ➔ **Developing a Work Plan:** After we have completed a thorough review and assessment, IDS will develop a work plan that achieves the City's benchmark goals for each project. We anticipate that this will be an interactive process with the City's Project Manager.
- ➔ **Pre-Planning:** Our pre-planning approach consists of team project managers re-emphasizing the assignment goals, time schedules (work-plan/hours to complete), as-built drawing review, and City employee escort coordination when needed, and schedule coordination on among team resources.
- ➔ **Design Development:** We strongly encourage meetings and group sessions with the project stakeholders to discuss the project's direction and goals. It is the owner who has the most intimate knowledge of their vision, needs, and strategic objectives for success. They are the ultimate source of wisdom for their project. We find this input invaluable in our process of early planning and design.
- ➔ **Project Delivery:** IDS is prepared and equipped to provide the request services to the City in a timely manner and on relatively short notice so as to enable the City to meet critical deadlines and schedules.



- ➔ **Schedule Control:** We will update the schedule and work plan regularly based upon the actual hours worked that are tracked by our internal accounting system. In this way, we can adjust resources to ensure that the project milestones are completed on schedule.



- ➔ **Cost Control:** As design progresses, the more-detailed documents can be virtually overlaid over previous ones, and changes/additions are immediately visible on screen. This ensures that our estimates at logical milestones during design (SD, DD, CD, etc.), can execute the later levels of design faster and more accurately.

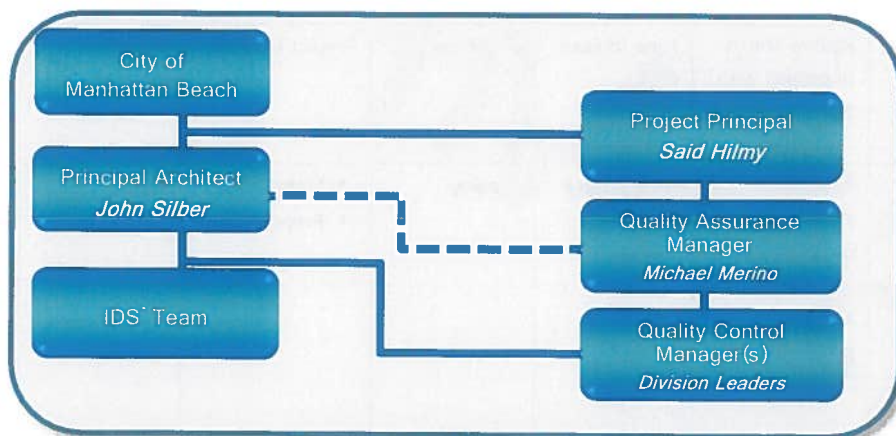


**Risk Mitigation:** Two aspects of risk mitigation during the execution of On-Call services projects include mitigating change orders/ cost overrun and ensuring quality delivery.

**(1) Cost control Change orders challenges, issues, and solutions:**

- **Be Proactive:** IDS strongly believes that the best way to handle problems is to anticipate them before they arise, whenever possible. We do this through careful and consistent project management and oversight, and through the knowledge and experience of our Project Managers.
- **Be Responsive:** When issues do arise, our approach is to address them immediately and to provide several choices for solution that will have the least impact to cost and deadline.
- **Team Approach/ Partnering:** Cooperative relationships with the involved parties are crucial to our ability to manage these issues quickly and to the full satisfaction of the City.
- **Change Order Management:** Review, track, and make appropriate and timely recommendations on change order requests. Address justification for extra work or change items.

**(2) Quality Control:** Quality Assurance has always been our company's strong commitment. We emphasize establishing and maintaining technical and professional expertise among our staff and in their work product.



As a testimony to our audited Q/A Q/C procedures, IDS Group accomplished ISO 9001 Certification



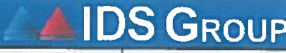


## Communication Plan

IDS will develop a communication plan to define the communication requirements for each project and how information will be distributed. Based on stakeholder analysis, the project manager will determine the communications that are needed. The Communication Plan will define the following:

- What information will be communicated
- How the information will be communicated (in meetings, email, telephone, newsletter, web portal, etc.)
- When information will be distributed; who is responsible for communicating project information
- Any constraints, internal or external, which affect project communications; and any standard templates, formats, or documents the project must use for communicating.

Below is a sample communication plan in which clearly indicates the communication type, medium, frequency, and audience:

Communication Management Plan 						
Communication Type	Objective of Communication	Medium	Frequency	Audience	Owner	Deliverable(s)
Kickoff Meeting	Review project objectives and approach	Face-to-face	Once	<ul style="list-style-type: none"> <li>■ Project Owner</li> <li>■ Stakeholders</li> <li>■ Project Principal</li> <li>■ Project Manager</li> </ul>	Project Manager	<ul style="list-style-type: none"> <li>■ Agenda</li> <li>■ Meeting Minutes</li> </ul>
Project Team Meetings	Review status of project with team members	Face-to-Face	As needed	Project Team	Project Manager	<ul style="list-style-type: none"> <li>■ Agenda</li> <li>■ Meeting Minutes</li> </ul>
Project Status Reports	Report the status of the project including activities, progress, costs and issues	Face-to-face	Weekly	<ul style="list-style-type: none"> <li>■ Stakeholders</li> <li>■ Project Team</li> </ul>	Project Manager	Project status report



### **Work Plan**

Upon selection by the City and award of contract, the IDS' project team will be provide professional services for the projects listed below. These professional services will include architecture, landscape architecture, civil, structural, mechanical, and electrical engineering for site development. Professional services provided will follow the City's task organization as follows.



## Kiln Project

IDS' Team will provide design services for the Kiln Project, including preparing site plan, plans, specifications, structural calculations for raised pads, new walls, covered awning, etc., utility hook-up coordination, design detail callouts, ADA and egress/exit compliance requirements and getting all the permit approvals from the City's Building and Safety Division and Fire Department.

IDS understands the project is broken out into the following two (2) separate Stages/Phases:

- **Stage 1:** The first Stage includes the installation of the 6-inch pad and kiln, which is a 24 cubic feet gas kiln DLB-24 by Geil Kilns, including hooking up the kiln to the gas and electric service.
- **Stage 2:** Stage two includes the design development for the steel awning; awning anchorage; design of a new 6' block wall; extension of retaining wall; electrical hookups; new gas hookups; hood vent; concrete pad, and anchorage to concrete pad.

The following tasks will be included in Both Stage 1 and Stage 2:

### Task 1: Design Development

- a. IDS will attend a pre-design kickoff meeting with City Staff to evaluate preliminary design concept(s) and conduct a preliminary field investigation of the project site.
- b. IDS' team will review existing documents including, but not limited to, record drawings and prior projects. Research of existing utilities within the project site (i.e. Gas Company, Southern California Edison, Frontier, Spectrum, West Coast Basin, etc.).
- c. IDS will conduct a site survey of the project area and perform detailed field check noting topographic features, property lines, elevation/grade lines, and structures, etc. Incorporate results into a formal demolition, grading, construction, irrigation and planting plans and details, as required.
- d. IDS will conduct a thorough review of collected data, interview City staff, and evaluate the present conditions/constraints to develop a firm understanding of the project objective in order to incorporate a construction strategy within the design that ultimately results in minimal disruption.
- e. IDS will prepare a complete drawing set of plans, notes and details to construct the proposed improvements as well as prepare detailed Specifications for the improvements to be incorporated into the City's standard "boilerplate" Contract Documents. IDS will submit Designs for review and comment at 60%, 90% and 100% Plans, Specifications, and Estimate.
- f. IDS' Plan Check Submittal will include any calculation package (if required) and will





be routed through the City's Planning and Building Divisions of the Community Development Department for review and approval.

- IDS will prepare any necessary revisions to the plans, specifications, etc. due to the City Plan Check.
  - IDS will provide hard copies as required by City Planning and Building Divisions for City Plan Check.
  - IDS' final deliverables will include plans on 4 mil, D-size (24"x36") mylar sheets and include drawing sheets with all required seals certifying their respective designs, along with stamped approvals from the Building Official and any other required City Department; as deemed necessary by the City's plan check process.
  - IDS will submit to the City in electronic pdf and AutoCAD file formats.
  - The plans shall be in AutoCAD Version and the balance of the construction documents shall be in Microsoft Word and/or in Excel.
- g. IDS will attend Design review progress meeting(s) as necessary. (IDS has defined "as necessary" based on our related project experience – see the Resource Allocation Matrix.)

## **Task 2: Preparation of Project Cost Estimates**

- a. IDS will prepare a detailed cost estimate for the proposed improvements. Project Cost Estimate submittals are required with the required 60%, 90%, and 100% design submittals.

## **Task 3: Bidding and Construction Services**

- a. IDS will assist the City during the bidding phase with responses to any requests for clarification and provide support documentation, as required.
- b. IDS will review Contractor's submittals for general conformance and compliance with the design and contract documents.
- c. As deemed necessary by the City, IDS will attend the pre-construction meeting and any further, periodic (monthly) construction meetings including Structural Observations for foundation.
- d. IDS will provide consultation and support documentation to assist City staff in the resolution of field problems and/or design clarifications (requests for information).
- e. IDS will prepare design revisions and details due to incomplete plans or changed/unforeseen conditions.



- The final deliverables will include drawing sheets with all required seals certifying their respective designs, along with stamped approvals from the Building Official and any other required City Department; as deemed necessary by the City's plan check process.
- Hard copy deliverables, the entire set of construction documents will be submitted to the City in electronic pdf and AutoCAD file formats. The plans shall be in AutoCAD Version and the balance of the construction documents shall be in Microsoft Word and/or in Excel.

### **Task 2: Preparation of Project Cost Estimates**

- a. IDS will prepare a detailed cost estimate for the proposed improvements. Project Cost Estimate submittals are required with the required 60%, 90%, and 100% design submittals.

### **Task 3: Bidding and Construction Services**

- a. IDS will assist the City during the bidding phase with responses to any requests for clarification and provide support documentation, as required.
- b. IDS will review of Contractor's submittals for general conformance and compliance with the design and contract documents.
- c. As deemed necessary by the City, IDS will attend the pre-construction meeting and any further, periodic (monthly) construction meetings including Structural Observations for foundation.
- d. IDS will provide consultation and support documentation to assist City staff in the resolution of field problems and/or design clarifications (requests for information).
- e. IDS will prepare design revisions and details due to incomplete plans or changed/unforeseen conditions.
- f. IDS will attend Design review progress meeting(s) as necessary. (IDS has defined "as necessary" based on our related project experience – see the Resource Allocation Matrix.)

At the end of the project, IDS will provide a complete set of as-built/record drawings based on redline markups from construction inspection.

### **Additional Services As Needed**

Upon the City's request an authorization of additional services/additional compensation IDS will provide on-call design services for additional small projects, which are not currently included in this Proposal but are similar in scale to the projects included within.



### Subconsultant

The IDS Group maintains good working relationships with many prominent sub-consultants throughout Orange County. For this project we will perform the majority of services with our own staff; however, we have selected Coastal Sage to assist with the Landscape Architecture portion of the project.



The Coastal SAGE Landscape Architecture, Inc. (CSLA) Team has extensive regional and local Southern California landscape architecture experience specifically desert design municipal facilities such as parks, libraries, schools, community centers and trails. CSLA has excellent client references for leading multi-disciplinary teams to meet Owner schedules and budgets.

#### Community Health

CSLA works closely with clients and stakeholder groups to plan design and build healthy communities and improve quality of life. Their focus is on sustainable best-practices that build resilience including native and drought adapted hybrid plant species, permaculture, rain water harvesting, low water-use automatically controlled irrigation systems, inclusive ADA compliance, LEED certified building design practices, solar access, daylighting, and low impact design (LID).








### IDS' Team

IDS utilizes a multidisciplinary approach, drawing from our in-house multiple disciplines to reach solutions based on a new understanding of complex situations. Close internal collaboration and coordination between all disciplines, supported by state-of-the-art technology, provides quality of service and efficiency in production. IDS hereby acknowledges that the Personnel identified will be available to the extent proposed for the duration of the project, and no Personnel to the project shall be removed or replaced without the prior written concurrence of the City.


### Point-of-Contact

IDS' Project Manager, Mr. John Silber, AIA, brings over 30 years of professional practice and experience in all facets of architecture, planning and design, along with his sincere desire to collaborate with and aid each client. He has directed many projects involving design and administration for public buildings, sports complexes, industrial plants, commercial and educational buildings, and office designs for industrial/business and commercial uses.

Brief Description of IDS' Team Members: IDS utilizes a multidisciplinary approach, drawing from our in-house multiple disciplines to reach solutions based on a new understanding of complex situations.

	Name /Title/ Years of Experience	Area of Expertise	Role / Responsibilities
	<b>John Silber, AIA</b> <i>Principal Architect</i> Years of Experience: 30+	<ul style="list-style-type: none"> <li>▪ Expertise on architectural planning, urban planning, construction management, and project management.</li> <li>▪ Experience ranges diverse project types from parks and community buildings to commercial, industrial and mixed-use buildings.</li> </ul>	Principal Architect: John will be the primary point-of-contact for the City. Mr. Silber will be responsible for the technical adequacy and design.
	<b>Michael Merino, RA_NCARB, PMP</b> Quality Assurance Manager Years of Experience: 30+	<ul style="list-style-type: none"> <li>▪ Specializes in development of public-sector infrastructure projects</li> <li>▪ Specialty niche with essential service buildings</li> <li>▪ Vast experience with capital improvement projects focused on the various governmental agency clients at the federal, state, county, and local levels.</li> </ul>	Quality Assurance Manager: Michael will review all plans and submittals to ensure codes and standards have been met.
	<b>Said Hilmy, PhD., PE, SE, LEED AP</b> Contract Administrator, Lead Structural Engineer Years of Experience: 30+	<ul style="list-style-type: none"> <li>▪ Has been providing continuous services to IEUA for over 5 years.</li> <li>▪ Specializes in the design and analysis and project management with strong expertise in the design and upgrade of steel, concrete, and wood structures.</li> </ul>	Contract Administrator: Said will ensure all contract obligations are met and will be responsible for the team's technical adequacy and design.



	Name /Title/ Years of Experience	Area of Expertise	Role / Responsibilities
	Marshall Smith Project Manager  Years of Experience: 20	<ul style="list-style-type: none"> <li>Vast knowledge and experience in programming, code analysis and leading the architectural development of projects from schematic design through construction documentation, coordinating with all disciplines while meeting job schedules, budgets and deadlines.</li> </ul>	<p>Project Manager: Marshall will be responsible for the technical adequacy and design and ensure the project stays on schedule and within budget by managing staffing hours and expenses, comparing these expenditures with the proposed budget and approved scope- of-work.</p> <p>Project architects and engineers will report directly to Marshall, allowing maximize effectiveness, efficiency and assurance that assignments are completed on time, within budget, and are of defensible quality.</p>
	Song Brandner, RA, LEED GA Senior Architect  Years of Experience: 25	<ul style="list-style-type: none"> <li>Specializes in architecture for public and private projects, identifying and leveraging the unique points of difference and contexts to craft tailored, custom designs that challenge assumptions about how spaces should be – and can be – used.</li> </ul>	Song will work with Marshall and ensure all designs met the City requirements.
	Matt Kani, MS, SE Senior Structural Engineer  Years of Experience: 27	<ul style="list-style-type: none"> <li>Specializes in the investigation, assessment and testing of buildings.</li> <li>Extensive knowledge of various building codes.</li> </ul>	As Senior Structural Engineer, Matt will perform all structural needs required for each project.
	Robin O'Neil, PE Lead Electrical Engineer  Years of Experience: 30	<ul style="list-style-type: none"> <li>Extensive design experience in preparing HVAC, process systems design for diversified commercial, residential, mixed-use, public buildings and institutional project.</li> <li>Experienced in building system analysis, Energy performance and evaluation, sustainable design, and value engineering.</li> </ul>	Electrical Engineer Lead: Rob will oversee the electrical division. In addition, he may be in charge of preparing bids and project proposals, overseeing CADD staff, and completing projects from design through construction.
	Anmar Hiassat, PE  Years of Experience: 13	<ul style="list-style-type: none"> <li>Specializes in the design of architectural lighting, electrical instrumentation, and power distribution engineering.</li> </ul>	Anmar will work with Rob and is responsible for electrical feasibility studies, building automation systems, utility infrastructure distribution.

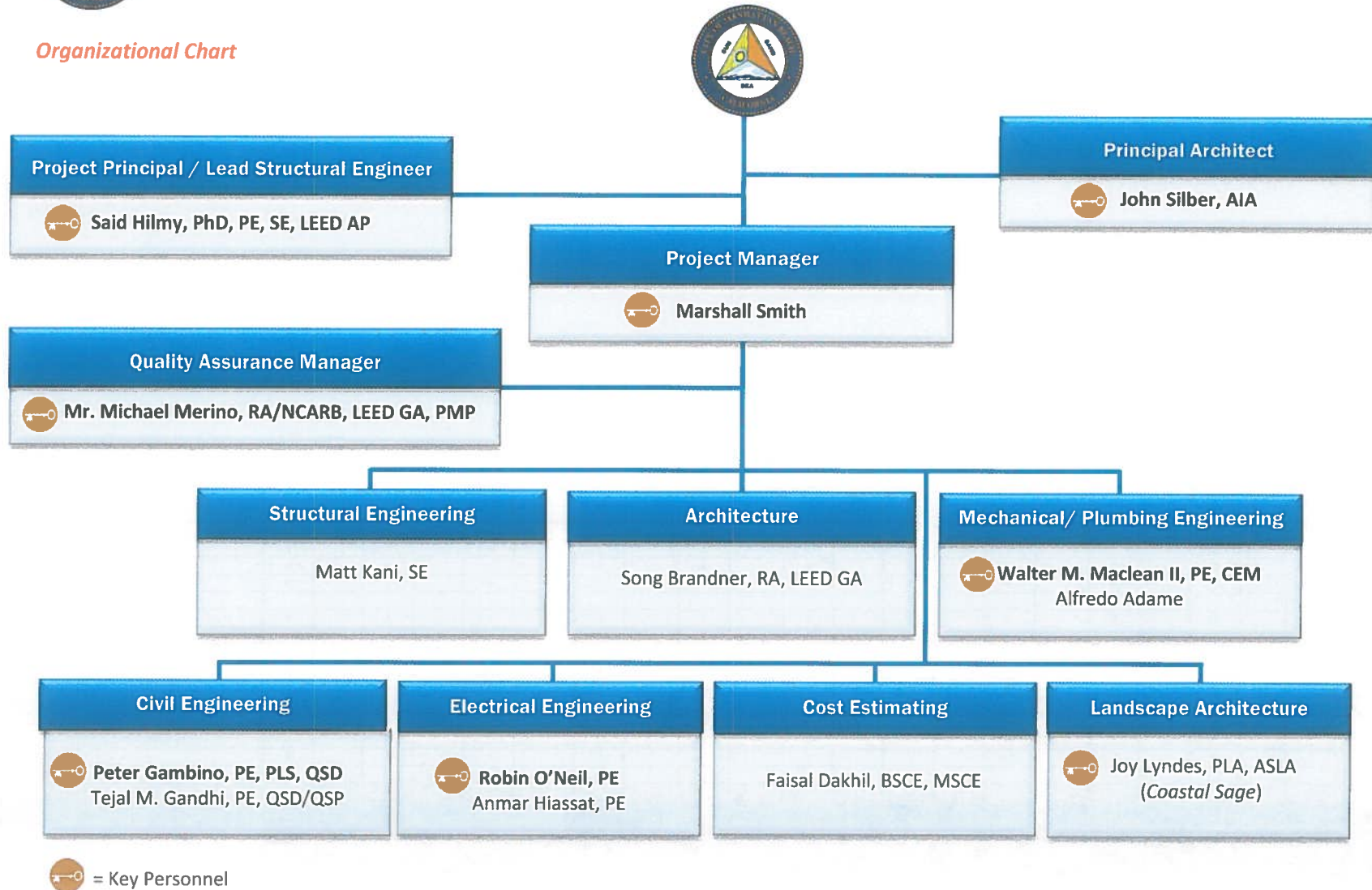




	Name /Title/ Years of Experience	Area of Expertise	Role / Responsibilities
	Walter "Sandy" Maclean, PE Lead Mechanical / Plumbing Engineer Years of Experience: 30+	<ul style="list-style-type: none"> <li>Expertise includes HVAC retrofit and optimization, project development, energy conservation analysis, including energy savings calculations, life cycle cost analysis, and project management.</li> <li>Extensive knowledge of various building codes.</li> </ul>	Mechanical Engineer Lead: Walter will lead the mechanical/plumbing group. In addition, he may be in charge of preparing bids and project proposals, overseeing CADD staff, and completing projects from design through construction.
	Peter Gambino, PE, PLS, QSD Lead Civil Engineer Years of Experience: 26	<ul style="list-style-type: none"> <li>Extensive project management and construction management experience on a variety of traditional and specialized civil design, construction, and environmentally sensitive projects</li> <li>Designed, managed and provided QA/QC services on multiple kinds of water resource, structural and environmental remediation projects</li> </ul>	Peter is responsible for managing IDS' Civil Group for the design and production of the Civil Improvement Plans. In addition, he may be in charge of preparing bids and project proposals, overseeing CADD staff, and completing projects from design through construction.
	Tejal M. Gandhi, PE, QSD/QSP Civil Engineer Years of Experience: 15	<ul style="list-style-type: none"> <li>Vast working experience in the design for public works and private development projects</li> <li>Specialty niche in the design and construction of sewer, water, storm drain, parks, and parking lot</li> </ul>	Ms. Gandhi will be responsible for the utility conflict matrix, sewer, water and storm drain designing and grading according to City requirements.
	Faisal Dakhil, BSCE, MSCE Experience: 30+	<ul style="list-style-type: none"> <li>Has 30 years of pre-construction, construction management, and estimating experience in a wide spectrum of projects ranging in values from \$1 million to more than \$250 million</li> </ul>	Faisal will collect and analyze data in order to estimate the time, money, materials, and labor required for each project. In addition, Faisal may conduct construction administration services.
	Joy Lyndes, PLA, ASLA Experience: 32+ (Coastal Sage)	<ul style="list-style-type: none"> <li>Joy has over 32 years of experience in long-range planning, landscape architecture, site planning and construction inspection services on diverse local, state and regional projects.</li> </ul>	Joy will develop preliminary landscape design concepts, perform site landscape survey (planting and irrigation), perform a water use calculations according to City requirements and final construction documents.



## Organizational Chart



City of Manhattan Beach

RFP #1203-19 DESIGN SERVICES FOR MULTIPLE PARK FACILITIES



Resource Allocation Matrix

TASK	DESCRIPTION	PRINCIPAL		PROJECT MANAGER		PROJECT ARCHITECT		STRUCTURAL ENGINEER		MECHANICAL ENGINEER		ELECTRICAL ENGINEER		CIVIL ENGINEER		LAND SURVEYOR		JULIAN SURVEY CREW		COST ESTIMATOR		LANDSCAPE ARCHITECT		TOTAL HOURS	
		HRS		HRS		HRS		HRS		HRS		HRS		HRS		HRS		HRS		HRS		HRS			
	<b>Kiln Project</b>																								
<b>1</b>	<b>Design Development</b>																								
1a	Pre Design Meetings	0		2		2		0		0		0		0		0		0		0		0		4	
1b	Research & Review As built's and Utility Records	0		0		2		0		0		0		0		4		0		0		0		6	
1c	Site Assessment and Topo Surveying	0		2		4		0		0		0		0		8		12		0		0		26	
1d	Evaluate Conditions & Receive Staff Input	0		2		4		4		4		4		0		0		0		0		0		18	
1e	Prepare Construction Drawings	1		4		40		36		28		24		8		0		0		0		8		149	
1f	Permit and Approval Processing	0		4		4		8		4		4		0		0		0		0		0		24	
1g	Design Review Coordination Meetings	0		4		2		0		2		0		2		0		0		0		2		12	
<b>2</b>	<b>Cost Estimates</b>																								
2a	Detailed Cost Estimate	0		0		0		0		0		0		0		0		0		12		0		12	
<b>3</b>	<b>Bidding and Construction Services</b>																								
3a	Assist Staff During Bid Phase	0		2		0		1		1		1		0		0		0		2		0		7	
3b	Review Contractor Submittals	0		2		0		4		4		4		0		0		0		0		0		14	
3c	Construction Meetings	0		4		0		7		7		7		0		0		0		0		0		25	
3d	RFIs and Clarifications	0		0		4		2		2		2		2		0		0		0		2		14	
3e	Design Revisions	0		0		4		2		2		2		0				0		0		0		10	



City of Manhattan Beach Kiln Project

ID	Task Name	Duration	Start	Finish	
1	<b>Track 1</b>	<b>277 days</b>	<b>Mon 6/3/19</b>	<b>Tue 6/23/20</b>	
2	<b>Manhattan Beach Kiln Project</b>	<b>277 days</b>	<b>Mon 6/3/19</b>	<b>Tue 6/23/20</b>	
3	NOTICE TO PROCEED	1 day	Mon 6/3/19	Mon 6/3/19	
4	Task 1 Schematic Design Phase Kickoff	1 day	Tue 6/4/19	Tue 6/4/19	
5	Task 1.1.1: Review prior reports and existing/as-built documentation	7 days	Wed 6/5/19	Thu 6/13/19	
6	Task 1.1.2: Site visit (architect, civil, mechanical, electrical) & User/City Staff Meeting	1 day	Fri 6/14/19	Fri 6/14/19	
7	Task 1.1.3: Prepare background drawings and roofing recommendations	5 days	Mon 6/17/19	Fri 6/21/19	
8	Task 1.1.4: Based on City Staff input, prepare final SD drawings	6 days	Fri 6/21/19	Fri 6/28/19	
9	Task 1.1.5: Submit alternative designs for City Review/Selection	5 days	Mon 7/1/19	Fri 7/5/19	
10	Task 1.1.6 Prepare final schematic design (SD) based on City selection	6 days	Fri 7/5/19	Fri 7/12/19	
11	<b>Task II: Design Development ( DD Phase) Kickoff</b>	<b>1 day</b>	<b>Mon 7/15/19</b>	<b>Mon 7/15/19</b>	
12	Task 2.1.1: Prepare DD drawings base on City approved SD drawings	10 days	Mon 7/15/19	Fri 7/26/19	
13	Task 2.1.2: Submit DD drawings for City review/input	3 days	Mon 7/29/19	Wed 7/31/19	
14	Task 2.1.3 Make any required changes & complete DD drawings	5 days	Thu 8/1/19	Wed 8/7/19	
15	<b>Task III: Construction Documents (CD Phase)</b>	<b>1 day</b>	<b>Thu 8/8/19</b>	<b>Thu 8/8/19</b>	
16	Task 3.1.1: Prepare 30% CD's for City Staff Review and submittal	14 days	Fri 8/9/19	Wed 8/28/19	
17	Task 3.1.2: Prepare 60% CD's for City Staff Review and submittal	14 days	Thu 8/29/19	Tue 9/17/19	
18	Task 3.1.3: Prepare 90% CD's & Cost Estimate for City Staff Review and submittal	14 days	Wed 9/18/19	Mon 10/7/19	
19	Task 3.1.4: Based upon City approval, prepare 100% CD's for Bldg Dept review	14 days	Tue 10/8/19	Fri 10/25/19	
20	Task 3.1.5: Complete Bldg Dept Corrections & Re-submit	12 days	Tue 11/12/19	Wed 11/27/19	
21	<b>Task IV: Bidding/Negotiation (BN Phase) &amp; Construction Administration (CA Phase)</b>	<b>1 day</b>	<b>Thu 11/28/19</b>	<b>Thu 11/28/19</b>	
22	Task 4.1.1: Assist staff during Bid Phase	30 days	Fri 11/29/19	Thu 1/9/20	
23	Task 4.1.2: Construction support for project (RFI's, Submittals, etc.)	45 days	Fri 1/10/20	Thu 3/12/20	
24	Task 4.1.3: Construction close-out support for project (Punchlist, etc.)	30 days	Fri 3/13/20	Thu 4/23/20	
25	Task 4.1.4 Project Finish	5 days	Fri 4/24/20	Thu 4/30/20	

Date Prepared: 9/12/17  
Date Revised: Tue 5/21/19

Task Milestone Summary Project Summary



## Contract Exceptions

IDS Group hereby acknowledges that we have reviewed and take no exception to the terms and conditions, including insurance coverage, as set forth in Appendix A, Sample Design Services Agreement.

*"IDS Group produced a very good set of construction documents. Now, during construction, IDS has been very timely with RFI responses and RFC recommendations, which has helped the GC keep on schedule.*

*In addition, IDS Group has been doing a good job reviewing change order requests keeping the contractor in check on cost and time extension requests.*

*I would recommend them for similar requirements in the future."*



*Maria Pizarro, Chief Contracting Officer  
Department of Labor*

AMENDMENT NO. 1 TO THE DESIGN SERVICES AGREEMENT BETWEEN  
THE CITY OF MANHATTAN BEACH AND IDS GROUP, INC.

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and IDS Group, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of November 23, 2020 ("Effective Date").

RECITALS

A. On July 8, 2019, the City and Consultant entered into an agreement for design services for the Consultant to provide design services for the Kiln Installation Project ("Agreement");

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

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

Section 1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through December 30, 2022, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

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

[SIGNATURE PAGE FOLLOWS]

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

City:

Consultant:

City of Manhattan Beach,  
a California municipal corporation

IDS Group, Inc.  
a California corporation

DocuSigned by:  
By: Bruce Moe 11/17/2020  
EAD3C06626684FC...  
Name: Bruce Moe  
Title: City Manager

DocuSigned by:  
By: Said Hilmy 11/15/2020  
39FC260FC4D2467...  
Name: Said Hilmy  
Title: President

ATTEST:

DocuSigned by:  
By: Rami Elhassan 11/16/2020  
1013B41E14374AD...  
Name: Rami Elhassan  
Title: Secretary

DocuSigned by:  
By: Liza Tamura 11/17/2020  
AFC50C3D3C0844E...  
Name: Liza Tamura  
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
By: Quinn Barrow 11/17/2020  
90FA000DAA974E9...  
Name: Quinn M. Barrow  
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:  
By: Steve S. Charelian 11/17/2020  
E6C7B3D6337748F...  
Name: Steve S. Charelian  
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:  
By: Stephanie Katsouleas 11/17/2020  
0EF00A43FB0C499...  
Name: Stephanie Katsouleas  
Title: Public Works Director