

City Council Adjourned Regular Meeting

Monday, April 20, 2020

8:00 AM

City Council Chambers



Mayor Richard Montgomery
Mayor Pro Tem Suzanne Hadley
Councilmember Hildy Stern
Councilmember Steve Napolitano
Councilmember Nancy Hersman

Executive Team

Bruce Moe, City Manager
Quinn Barrow, City Attorney

Derrick Abell, Police Chief
Steve Charelian, Finance Director
Daryn Drum, Fire Chief
Patrick Griffin, Interim Information Technology Director
Lisa Jenkins, Human Resources Director

Stephanie Katsouleas, Public Works Director
Mark Leyman, Parks and Recreation Director
Carrie Tai, Community Development Director
Liza Tamura, City Clerk

MISSION STATEMENT:

**Our mission is to provide excellent municipal services,
preserve our small beach town character, and enhance the quality of life for our
residents, businesses and visitors.**

April 20, 2020

City Council Meeting Agenda Packet:

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MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

Copies of staff reports or other written documentation relating to each item of business referred to on this agenda are available for review on the City's website at www.citymb.info, the Police Department located at 420 15th Street, and are also on file in the Office of the City Clerk for public inspection. Any person who has any question concerning any agenda item may call the City Clerk's office at (310) 802-5056.

Meetings are broadcast live through Manhattan Beach Local Community Cable, Channel 8 (Chapter Spectrum), Channel 35 (Frontier Communications), and live streaming via the City's website.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Office of the City Clerk at (310) 802-5056 (voice) or (310) 546-3501 (TDD). The City also provides closed captioning of all its Regular City Council Meetings for the hearing impaired.

CERTIFICATION OF MEETING NOTICE AND AGENDA POSTING

I, Liza Tamura, City Clerk of the City of Manhattan Beach, California, state under penalty of perjury that this notice/agenda was posted on Thursday, April 16, 2020, on the City's Website and on the bulletin boards of City Hall, Joslyn Community Center and Manhattan Heights.

BELOW ARE THE AGENDA ITEMS TO BE CONSIDERED.

A. CALL MEETING TO ORDER

B. ROLL CALL

C. PUBLIC COMMENTS

Pursuant to Governor Newsom's Executive Order Nos. N-25-20 and N-29-20, City Council Chambers will not be open to the public.

In the interest of maintaining appropriate social distancing, the City Council encourages the public to participate by using one of the following options for public comments:

•**eComment Online**, you can submit your eComments by 7:30 AM, the day of the meeting and have your comment available to City Council and the public.

•Email your public comment to cityclerk@citymb.info by 7:30 AM, the day of the meeting and have your comment available to City Council and the public.

•Call (310)802-5030 and leave a message by 7:30 AM, the day of the meeting.

D. CONSENT CALENDAR

1. Financial Report: [20-0154](#)
Schedule of Demands: April 2, 2020 (Finance Director Charelian).
ACCEPT REPORT AND DEMANDS

Attachments: [Schedule of Demands for April 2, 2020](#)

2. Consider Adopting a Resolution Awarding a Design Services Agreement to SWA Group for the Polliwog Park Playground Replacement Project for \$147,470 (Public Works Director Katsouleas). [20-0085](#)
- ADOPT RESOLUTION NO. 20-0046 APPROVING AN AGREEMENT**
- Attachments:** [Resolution No. 20-0046](#)
[Agreement - SWA Group](#)
[Budget and Expenditures](#)
[Location Map](#)
3. Accept as Complete the Slurry Seal and ARAM Project for Areas 4, 5, & 6 by American Asphalt South, Inc.; Authorize filing a Notice of Completion with the County Recorder; and Release the Retention Amount of \$57,359 (Public Works Director Katsouleas). [20-0157](#)
- APPROVE**
- Attachments:** [Location Map](#)
4. Consider Adopting a Resolution Awarding a Professional Design Services Agreement for \$490,725 to Pacific Advanced Civil Engineering, Inc. (PACE) for the Pacific Avenue, Poinsettia Avenue and Voorhees Avenue Wastewater Pump Stations Improvement Project (Public Works Director Katsouleas). [20-0158](#)
- ADOPT RESOLUTION NO. 20-0047 APPROVING AN AGREEMENT**
- Attachments:** [Resolution No. 20-0047](#)
[Agreement - Pacific Advanced Civil Engineering, Inc.](#)
[Budget and Expenditures](#)
[Location Map](#)
5. Consider Adopting a Resolution Approving an Agreement Between the City of Manhattan Beach and the Beach Cities Health District for a \$150,000 Donation for Construction of the Senior & Scout Community Center (Public Works Director Katsouleas). [20-0082](#)
- ADOPT RESOLUTION NO. 20-0042 APPROVING AN AGREEMENT**
- Attachments:** [Resolution No. 20-0042](#)
[Agreement - Beach Cities Health District](#)

6. Consider Adopting a Resolution Awarding a Professional Design Services Agreement to CWE for \$198,286 for the Manhattan Beach Storm Water Infiltration Feasibility Study Project (Public Works Director Katsouleas). [20-0094](#)
ADOPT RESOLUTION NO. 20-0041 APPROVING AN AGREEMENT

Attachments: [Resolution No. 20-0041](#)
[Agreement - CWE](#)
[Location Map](#)

7. Consider Adopting a Resolution Adopting a List of Street Repair Projects for Fiscal Year 2020-2021 to be Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 (Public Works Director Katsouleas). [20-0176](#)
ADOPT RESOLUTION NO. 20-0048

Attachments: [Resolution No. 20-0048](#)

E. GENERAL BUSINESS

- 1. City Manager Report on EOC (Emergency Operations Center).**
- 2. City Council to consider additional measures to address COVID-19.**

F. ADJOURNMENT

Meeting adjourned to a 8:00 AM, City Council Adjourned Regular Meeting on Wednesday, April 22, 2020.

Agenda Date: 4/20/2020

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Steve S. Charelian, Finance Director
Henry Mitzner, Controller
Julie Bondarchuk, Senior Accountant

SUBJECT:

Financial Report:
Schedule of Demands: April 2, 2020 (Finance Director Charelian).

ACCEPT REPORT AND DEMANDS

RECOMMENDATION:

Staff recommends that the City Council accept the attached report and demands.

FISCAL IMPLICATIONS:

The financial report included herein is designed to communicate fiscal activity based upon adopted and approved budget appropriations. No further action of a fiscal nature is requested as part of this report.

The total value of the warrant registers for April 2, 2020, is \$4,178,274.62.

BACKGROUND:

Finance staff prepares a variety of financial reports for City Council and the Finance Subcommittee. A brief discussion of the attached report follows.

DISCUSSION:

Schedule of Demands:

Every two weeks staff prepares a comprehensive listing of all disbursements with staff certification that the expenditure transactions listed have been reviewed and are within budgeted appropriations.

PUBLIC OUTREACH:

After analysis, staff determined that public outreach was not required for this issue.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENT:

1. Schedule of Demands for April 2, 2020

City of Manhattan Beach



Schedule of Demands

April 2, 2020

CITY OF MANHATTAN BEACH
 WARRANT REGISTER

WARRANT(S) WR 21A
 DATED: 04/02/2020

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$4,178,274.62 HAVE BEEN REVIEWED AND THAT SAID CLAIMS OR DEMANDS ARE ACCURATE, ARE IN CONFORMANCE WITH THE ADOPTED BUDGET, AND THAT THE FUNDS ARE AVAILABLE THEREOF.



 FINANCE DIRECTOR

THIS 20TH DAY OF APRIL

 CITY MANAGER

WARRANT REGISTER(S) WR 21A

WARRANT(S)	21A	2,240,818.04
PREPAID WIRES / MANUAL CKS	21A	<u>925,242.09</u>
SUBTOTAL WARRANTS		3,166,060.13
VOIDS	21A	-
PAYROLL PE 03/27/2020	PY	1,012,214.49
TOTAL WARRANTS		<u><u>4,178,274.62</u></u>

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
904032020	4/3/2020	T	CA PUBLIC EMPLOYEES'	MEDICAL PREMIUM	375,699.36
904062020	4/6/2020	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	278,168.86
904072020	4/7/2020	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	271,373.87
SUBTOTAL					925,242.09
541990	4/2/2020	N	3V SIGNS & GRAPHICS LLC	UTILITY BOX WRAPS PROJECT	6,306.16
541991	4/2/2020	N	ACTIVE NETWORK LLC	CREDIT CARD REFUNDS-WINTER/SPRING 2020	140,689.56
541992	4/2/2020	N	AT&T	T1 LINE TO RCC	338.90
541993	4/2/2020	N	AT&T MOBILITY	CELLULAR CHARGES	744.75
541994	4/2/2020	N	BARR COMMERCIAL DOOR REPAIR	THREE YEAR COMMERCIAL DOOR REPAIR SER'	895.00
541995	4/2/2020	N	COMPANY NURSE LLC	WORK INJURY TRIAGE HOTLINE	787.50
541996	4/2/2020	N	DELTA DENTAL OF CALIFORNIA	DENTAL PREMIUMS	30,810.82
541997	4/2/2020	N	FEDERAL EXPRESS CORPORATION	DELIVERY CHARGES	57.75
541998	4/2/2020	N	GREENSHINE NEW ENERGY	18-09015C SOLAR SHIELD LIGHTS FOR LIGHT I	1,354.62
541999	4/2/2020	N	H F & H CONSULTANTS LLC	PROFESSIONAL SERVICES	2,940.50
542000	4/2/2020	N	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 108075: PAYMENT	673.08
542001	4/2/2020	N	ICMA RETIREMENT TRUST - 401	LOAN REPAY 401 - 2.5%: PAYMENT	2,325.06
542002	4/2/2020	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP 457 AND LOAN REPAY	90,619.08
542003	4/2/2020	N	ICMA RETIREMENT TRUST 401	DEFERRED COMP 109766: PAYMENT	8,268.30
542004	4/2/2020	N	IPS GROUP INC	PARKING TECHNOLOGY GOODS	1,270,845.63
542005	4/2/2020	N	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
542006	4/2/2020	N	JOSEPH KENSEY	REFUND	306.00
542007	4/2/2020	N	L A COUNTY DEPT OF P W	TRAFFIC SERVICES	132.96
542008	4/2/2020	N	L A COUNTY TAX COLLECTOR	UAD LOAN PROGRAM/PROPERTY TAX	898.92

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
542009	4/2/2020	N	ROSEMARY A LACKOW	MINUTES SECRETARY - AMENDMENT NO. 1 & 2	128.00
542010	4/2/2020	N	M B POLICE MGMT ASSC	DUES \$ (POL MGT ASSN): PAYMENT	525.00
542011	4/2/2020	N	M B POLICE OFFICERS ASSOCIA	DUES % (POLICE - %): PAYMENT	3,482.79
542012	4/2/2020	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	2,745.88
542013	4/2/2020	N	PATRICIA MATSON	REIMBURSEMENT-TRAVEL EXPENSE	108.73
542014	4/2/2020	N	MBPOA RETIREE	MD TRUST (MED TRUST): PAYMENT	2,025.00
542015	4/2/2020	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES	51,217.77
542016	4/2/2020	N	OPTIV SECURITY INC	ANTIVIRUS SECURITY SOFTWARE SUBSCRIPTI	5,988.00
542017	4/2/2020	N	QUANTUM QUALITY CONSULTING INC	INSPECTION SERVICES FOR STREET RESURFAC	2,000.00
542018	4/2/2020	N	QUANTUM QUALITY CONSULTING INC	DESIGN SERVICES AGREEMENT - ROSECRANS /	1,475.00
542019	4/2/2020	N	RICHARDS WATSON & GERSHON	PROFESSIONAL SERVICES-FEB 2020	39,796.93
542020	4/2/2020	N	SBRPCA	QUARTERLY ASSESSMENT	290,149.99
542021	4/2/2020	N	SOFTWARE ONE INC	WINDOWS PRO 10 SINGLE UPGRADE FOR PD &	5,497.80
542022	4/2/2020	N	STANDARD INSURANCE COMPANY	SHORT TERM DISABILITY PREMIUMS	1,681.34
542023	4/2/2020	N	STANDARD INSURANCE COMPANY	LIFE AD&D LTD PREMIUMS	12,318.14
542024	4/2/2020	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	859.85
542025	4/2/2020	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	230.76
542026	4/2/2020	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	92.30
542027	4/2/2020	N	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	20.53
542028	4/2/2020	N	CARRIE TAI	REFUND EXCESS 457 CONTRIBUTION FOR 2019	1,026.32
542029	4/2/2020	N	THE CODE GROUP INC	BUILDING PLAN CHECK & INSPECTIONS AND F	2,594.08
542030	4/2/2020	N	THE COPY SHOP LLC	PECK RESERVOIR PROJECT	872.44

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER**

WARRANT BATCH NUMBER:

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
542031	4/2/2020	N	TIME WARNER CABLE INC	CABLE SERVICES	192.91
542032	4/2/2020	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	7,390.85
542033	4/2/2020	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	3,754.03
542034	4/2/2020	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	129,086.34
542035	4/2/2020	N	VANTAGEPOINT TRANSFER AGENTS	RETMNT HLTH SAVINGS CONTRIB: PAYMENT	1,402.04
542036	4/2/2020	N	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
542037	4/2/2020	N	VISION SERVICE PLAN - (CA)	VISION PREMIUMS	4,011.20
542038	4/2/2020	N	WILLDAN INC	PC SERVICES & MALL PROJECT	69,317.81
542039	4/2/2020	N	WINNER CHEVROLET INC	SUPERVISOR CHEVY TAHOE PPV #396	41,093.15
SUBTOTAL					2,240,818.04
COMBINED TOTAL					3,166,060.13

PAYMENT LEGEND:
 T = Wire Transfers
 N = System Printed Checks
 H = Hand Written Checks

**CITY OF MANHATTAN BEACH
 WARRANT REGISTER
 CHECKS EQUAL TO OR ABOVE
 \$2,500.00**

WARRANT BATCH NUMBER: **wr 21a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
904032020	4/3/2020	T	CA PUBLIC EMPLOYEES'	MEDICAL PREMIUM	375,699.36
904062020	4/6/2020	T	UNION BANK	F.I.T./MEDICARE/S.I.T.	278,168.86
904072020	4/7/2020	T	PUBLIC EMPLOYEES'	PENSION SAFETY - CLASSIC: PAYMENT	271,373.87
SUBTOTAL					925,242.09
541990	4/2/2020	N	3V SIGNS & GRAPHICS LLC	UTILITY BOX WRAPS PROJECT	6,306.16
541991	4/2/2020	N	ACTIVE NETWORK LLC	CREDIT CARD REFUNDS-WINTER/SPRING 2020	140,689.56
541996	4/2/2020	N	DELTA DENTAL OF CALIFORNIA	DENTAL PREMIUMS	30,810.82
541999	4/2/2020	N	H F & H CONSULTANTS LLC	PROFESSIONAL SERVICES	2,940.50
542002	4/2/2020	N	ICMA RETIREMENT TRUST - 457	DEFERRED COMP 457 AND LOAN REPAY	90,619.08
542003	4/2/2020	N	ICMA RETIREMENT TRUST 401	DEFERRED COMP 109766: PAYMENT	8,268.30
542004	4/2/2020	N	IPS GROUP INC	PARKING TECHNOLOGY GOODS	1,270,845.63
542011	4/2/2020	N	M B POLICE OFFICERS ASSOCIA	DUES % (POLICE - %): PAYMENT	3,482.79
542012	4/2/2020	N	MARINE RESOURCES INC	TEMPORARY EMPLOYEE SERVICES	2,745.88
542015	4/2/2020	N	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES	51,217.77
542016	4/2/2020	N	OPTIV SECURITY INC	ANTIVIRUS SECURITY SOFTWARE SUBSCRIPTI	5,988.00
542019	4/2/2020	N	RICHARDS WATSON & GERSHON	PROFESSIONAL SERVICES-FEB 2020	39,796.93
542020	4/2/2020	N	SBRPCA	QUARTERLY ASSESSMENT	290,149.99
542021	4/2/2020	N	SOFTWARE ONE INC	WINDOWS PRO 10 SINGLE UPGRADE FOR PD &	5,497.80
542023	4/2/2020	N	STANDARD INSURANCE COMPANY	LIFE AD&D LTD PREMIUMS	12,318.14
542029	4/2/2020	N	THE CODE GROUP INC	BUILDING PLAN CHECK & INSPECTIONS AND F	2,594.08
542032	4/2/2020	N	TOTAL ADMINISTRATIVE SVCS CORP	CHILD125 (CHILD 125 PLAN): PAYMENT	7,390.85
542033	4/2/2020	N	U.S. BANK	P/T EMP RETIREMENT CONTRIB: PAYMENT	3,754.03
542034	4/2/2020	N	US BANCORP CARD SERVICES INC	P-CARD CHARGES	129,086.34

CITY OF MANHATTAN BEACH
 WARRANT REGISTER
 CHECKS EQUAL TO OR ABOVE
 \$2,500.00

WARRANT BATCH NUMBER: **wr 21a**

CHECK NO.	DATE	TYPE	PAYEE NAME	PAYMENT DESCRIPTION	CHECK AMOUNT
542037	4/2/2020	N	VISION SERVICE PLAN - (CA)	VISION PREMIUMS	4,011.20
542038	4/2/2020	N	WILLDAN INC	PC SERVICES & MALL PROJECT	69,317.81
542039	4/2/2020	N	WINNER CHEVROLET INC	SUPERVISOR CHEVY TAHOE PPV #396	41,093.15
SUBTOTAL					2,218,924.81
COMBINED TOTAL					3,144,166.90

PAYMENT LEGEND:
 T = Wire Transfers
 N = System Printed Checks
 H = Hand Written Checks

**Report of Warrant Disbursements
wr 21a**

Fund	Description	Amount
00	General	1,826,799.08
05	Streets & Highways	1,505.02
31	Prop C	2,013.87
01	Capital Improvements	898.92
03	UAD Construction	13.86
501	Water	2,510.00
502	Storm	701.13
503	Waste Water	146.08
510	Refuse	2,940.50
520	Parking	1,272,029.50
521	County Parking Lot	1,122.64
522	State Pier Lots	270.15
601	Insurance	827.07
605	Information Services	5,988.00
610	Vehicle Fleet	41,093.15
615	Building Maintenance	895.00
802	Trust Deposit	6,306.16
wr 21a		<u>3,166,060.13</u>
		<u>3,166,060.13</u>

CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 03/14/20 TO 03/27/20
PAY DATE: 04/03/20

NET PAY 1,012,214.49

3/14/2020

3/27/2020

CITY OF MANHATTAN BEACH PAYROLL REPORT

PAYROLL PERIOD ENDING DATE

3/27/2020

UND

100
21
23
50
503
510
520
521
522
601
605
610
615
801

DESCRIPTION

AMOUNT

General Fund	1,337,511.42
Asset Forfeiture Fund	3,446.71
Prop. A Fund	26,112.52
Water Fund	32,199.67
Stormwater Fund	2,390.12
Wastewater Fund	8,445.76
Refuse Fund	3,566.32
Parking Fund	3,768.90
County Parking Lots Fund	998.13
State Pier and Parking Lot Fund	998.12
Insurance Reserve Fund	13,825.46
Information Technology Fund	38,182.03
Fleet Management Fund	13,828.17
Building Maintenance & Operations Fund	16,253.04
Pension Trust Fund	8,726.92

Gross Pay	1,510,253.29
Deductions	498,038.80
Net Pay	<u>1,012,214.49</u>

Agenda Date: 4/20/2020

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

Prem Kumar, City Engineer

Anastasia Seims, Senior Civil Engineer

SUBJECT:

Consider Adopting a Resolution Awarding a Design Services Agreement to SWA Group for the Polliwog Park Playground Replacement Project for \$147,470 (Public Works Director Katsouleas).

ADOPT RESOLUTION NO. 20-0046 APPROVING AN AGREEMENT

RECOMMENDATION:

Staff recommends that City Council adopt the attached Resolution No. 20-0046 awarding a design services agreement to SWA Group for the Polliwog Park Playground Replacement Project for \$147,470 and authorize the City Manager to execute the Agreement.

FISCAL IMPLICATIONS:

This Polliwog Park Playground Replacement Project is in the approved 5-Year Capital Improvement Program (CIP), which has an identified budget of \$1,000,000. There are sufficient funds available to complete the scope of work for up to \$147,470. The Budget and Expenditure Summary is attached.

BACKGROUND:

The original larger playground equipment next to the pond in Polliwog Park was built by members of a City service group in the 1970's, and included a large sunken wooden galleon. In 2003, the play structure was replaced with modernized equipment.

The existing playground equipment and padded surface have reached the end of their useful life. They are in a state of disrepair due to the extensive wear and tear of heavy, regular use by the public over the last 17 years. Due to safety concerns, a substantial portion of the existing play

equipment has been placed off limits to users.

In spring of 2019, the City held community meetings and requested public input on playground equipment designs from four different playground equipment manufacturers. As a result of this process, a playground design by Kompan, Inc. was selected for a revitalized Polliwog Park Playground.

The proposed project will:

- Replace the existing play equipment with equipment that can withstand flooding from the pond while maintaining the natural theme of Polliwog Park.
- Provide full Americans with Disabilities Act (ADA) access to the playground and the play equipment.
- Replace the existing fence surrounding the area designated for smaller, two to five year old children.
- Replace the play area padded surface.

DISCUSSION:

The City issued Request for Proposal (RFP) No. 1235-20 on January 24, 2020, for design services to upgrade the Polliwog Park playground equipment, which includes the selected Kompan, Inc. playground equipment. A total of five proposals were received by the February 19, 2020, deadline, with costs ranging from a low of \$74,290 to a high of \$163,600. Each proposal was evaluated and ranked by the City's evaluation committee based on the proposer's understanding of the scope of services, proposed methodology and work plan, and experience of both the firm and the project team members. The City's evaluation committee included Parks & Recreation and Public Works staff. The three top ranked firms were invited to oral interviews for further consideration.

SWA Group submitted the most responsive and comprehensive proposal. The firm's assigned staff has relevant experience and its proposal and interview presentation demonstrated a superior understanding of the key project tasks and constraints. The recommended award of \$147,470 will cover the expected costs for the scope outlined in the RFP, including developing the plans and specifications for the Project. Per Government Code Section 4526, Professional Services Consultants are selected based on qualifications, thus the City is not required to award to the lowest responsive bidder, but rather can select the most qualified bidder.

Some of the key services that will be provided include:

- Development of conceptual designs, preliminary and final design plans, specifications, and cost estimates for upgrades to the Polliwog Park Playground equipment and padded surface.
- Presentations to City Council and the Parks and Recreation Commission at the 60% Conceptual Design and 90% Conceptual Design phase.
- Bidding support services, such as responding to questions during the construction bid period.
- Construction support services, such as reviewing submittals, responding to contractor

requests for information, and providing a final as-built plan set that incorporates any design changes that were required during construction.

Once design services are awarded, the Project is expected to take approximately seven months to complete, inclusive of conceptual designs, cost estimates, and final design plans and specifications. The project will then be ready for construction bidding. The construction bidding, construction contract award, and construction contract execution is expected to take approximately four months, and construction is expected to take another four months barring any unforeseen issues.

PUBLIC OUTREACH:

On April 29, 2019, four playground equipment manufacturers presented design concepts to and received feedback from staff and the public during a community meeting. The meeting was publicly noticed through social media, Parks & Recreation e-blasts, and Manhattan Beach Unified School District newsletters. An ad was also placed in the Beach Reporter regarding community input for the project.

The four manufacturers created potential designs that were presented to the Parks & Recreation Commission on May 23, 2019. Because two of the manufacturers were ranked equally, staff posted a survey on Open City Hall to receive the community's input on the top two manufactures. The survey inviting the community to select a final design was posted twice on Open City Hall, May 9 through May 23, and June 7 through June 19. Ads were placed in the Beach Reporter and the project was marketed through social media and e-blasts. The survey results showed that the majority of community responses favored Kompan, Inc. as the equipment manufacturer. This result was presented to the Parks & Recreation Commission on June 24, 2019.

ENVIROMENTAL REVIEW:

The City has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and has determined that the project qualifies for a Categorical Exemption pursuant to Section 15302(b) (replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced) of the State CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk's Office for the Project.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

1. Resolution No. 20-0046
2. Agreement - SWA Group
3. Budget and Expenditures
4. Location Map

RESOLUTION NO. 20-0046

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND SWA GROUP FOR PROFESSIONAL DESIGN SERVICES FOR THE POLLIWOG PARK PLAYGROUND REPLACEMENT PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City of Manhattan Beach and SWA Group for professional design services in the amount of \$147,470 for design services for the Polliwog Park Playground Replacement Project.

SECTION 2. The City Council hereby directs the City Manager to execute the Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 20, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

RICHARD MONTGOMERY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

DESIGN SERVICES AGREEMENT

This Design Services Agreement ("Agreement") is dated April 7, 2020 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and SWA Group, 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. 1235-20 on January 24, 2020, titled "Design Services for the Polliwog Park Playground Project". Consultant submitted a proposal dated February 19, 2020 in response to the RFP. Consultant proposed a team that includes the subcontractors listed in **Exhibit A**.

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 Polliwog Park Playground Project, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

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

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

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

Approved for Use 2/15/20

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, 2022, 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 \$147,470.00 (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, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

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

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's

subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three

Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Public Works Department
Attn: Anastasia Seims, Sr. Civil Engr.
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

SWA Group
Attn: Ying-Yu Hung, Managing Principal
811 W 7th Street
8th Floor
Los Angeles, California, 90017

COPY TO CITY ATTORNEY:

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

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

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

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

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be

construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

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

City:
City of Manhattan Beach,
a California municipal corporation

Consultant:
SWA Group,
a California corporation

By: _____
Name: Bruce Moe
Title: City Manager

By: Ying-Yu Hung
Name: YING-YU HUNG
Title: MANAGING PRINCIPAL

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
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 FISCAL IMPACT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____
Name: Stephanie Katsouleas
Title: Public Works Director

EXHIBIT A SCOPE OF SERVICES

Project Team

The Core Team will be led by SWA and supported by Huitt- Zollars (Civil, Stormwater and Utilities), Cumming (cost estimation), and Group Delta (Geotechnical Engineering).

Key personnel:

Principal-in-Charge: Ying-Yu Hung, SWA

Lead Landscape Architect: Gerdo Aquino, SWA

Project Manager, Field Specialist: Jeremy Klemic, SWA

Landscape Designer: Han Fu, SWA

Civil Engineer: John Vlassis, PE, & Kevin Carter, PE, Huitt-Zollars

SWA will provide overall project management, coordinating SWA's sub-consultant team and gain City staff input. Community outreach will be led by SWA.

Task 1: Project Administration Services

SWA understands that the project administration services task includes the coordination and documentation necessary to administer the project in a timely and effective manner.

- a. SWA will attend a pre-design kick-off meeting with City Staff to evaluate preliminary design concepts and conduct a preliminary field investigation of the project site. The pre-design kick-off meeting will be held at the City of Manhattan Beach and will include a site visit. SWA will prepare and issue meeting minutes within two days after the meeting, and the meeting minutes shall detail all items, information, requirements, etc. that were discussed.
- b. SWA will schedule, coordinate, and host a minimum of two design progress meetings after the pre-design kick-off meeting and prior to the submission of the 60% design submittal. The design review meetings will be held at the City of Manhattan Beach, and the design review meetings shall be identified on the project schedule. Consultant shall prepare and issue meeting minutes within two days after the meeting, and the meeting minutes shall detail all items, information, requirements, etc. that were discussed.
- c. SWA will prepare a project schedule and conduct monthly update status meetings. Project schedule will be updated monthly and submitted at least two working days prior to monthly update status meetings. Monthly update status meetings may be conference call meetings; however, SWA will ensure that all documents, plans, images, etc. that are needed for review and discussion during the meeting are provided in a manner that facilitates the necessary review and discussion. SWA will prepare and issue meeting minutes within two days after the meeting, and the meeting minutes shall detail all items, information, requirements, etc. that were discussed.
 - Monthly update status meetings may be combined with design progress or design review meetings in order to meet the project schedule; however, if the monthly

update status meeting is combined with a design progress or design review meeting, the meeting will be held at the City of Manhattan Beach.

- The project schedule shall include all design tasks and submittals, City Plan Check, City review of design submittals, procurement of owner furnished equipment, construction bidding, construction contract award, and the construction duration.
- d. Prepare for and attend design review meetings for the 60% design submittal, 90% design submittal, and 100% design submittal. The design review meetings will be held after the City has completed the City review of each design submittal and will be held at the City of Manhattan Beach. SWA will prepare and issue meeting minutes within two days after the meeting, and the meeting minutes will detail all items, information, requirements, etc. that were discussed.

Process - As Part of Task 1, SWA will: Research & Review of Prior Work

As a team of designers and engineers well versed in the historic nature of this project, SWA understands the depth and complexity of executing a successful redesign of Polliwog Park; and that will require that SWA gain a full understanding of prior studies and infrastructure constraints.

1. Review and assess relevant base information collected by the project team, including, but not limited to:

Cultural Factors for the Polliwog Park project:

- Property configuration;
- Relationship to adjoining land and parcelization;
- Access potential;
- Limitations in the form of easements, zoning control, and assessment districts;
- Public facilities and schools;
- Views, historic & visual characteristics, and scenic factors;
- Utility location, availability and easements;
- Existing plans prepared by others;
- Planning reports prepared by local planning agencies or other consulting firms;
- Market studies prepared by others

Natural Factors for the Polliwog Park project:

- Topography, slopes, and solar aspects;
- Soils and geologic factors;
- Geologic conditions, structure and general properties;
- Soil types, properties, and depth;
- Hydrology, drainage patterns and watersheds;

- Existing water bodies;
 - Site dynamics - geomorphology (flooding, erosion, landslides);
 - Tree cover and vegetation;
 - Climate;
 - Wildlife and habitat considerations.
2. **Utility Records Research**
 Huitt-Zollars will collect readily available data from the City of Manhattan Beach that may include existing utility plans, construction plans and other relevant plans within the Park site. SWA will provide written utility location requests to dry utility providers including SCE, So Cal Gas, Frontier, Spectrum and West Coast Basin. Utility locations provided in this record search will be plotted on base file provided per below
 3. Prepare a Summary Site Analysis Map which summarizes the most relevant influences on the development of the property;
 4. Meet with the City and other members of the project team to review the Site Analysis Maps and other information with the City to discuss their relevance to the development of the property;
 5. Suggest modifications or refinements to the City's development program based upon review and analysis of the base information.

Products - the results of this task will include the following:

1. Topographic Map of Polliwog Park;
2. Geotechnical Study of Polliwog Park;
3. Summary Site Analysis Map;
4. Meeting Minutes issues within two days of the meeting.

Conceptual Design Phase

The purpose of this task is to become quickly familiar with the site, the City's development program, and existing plans and/or studies prepared by others. Once familiar with the site and development program, SWA can advise Manhattan Beach in other steps which might be taken to improve the quality and viability of the project(s).

SWA will prepare a revised concept plan base from the existing concept designs prepared by Kompan, as well as the community input from previous engagements.

Process - As part of this task, SWA will:

1. Visit and photograph the site and surrounding area in reconnaissance fashion;
2. Review and consider base information provided by the City to determine its adequacy for preparation of the project (s);

3. Meet with the City and discuss the City's development brief to determine the City's objectives for development of the site including, but not limited to:
 - Ultimate use of the property;
 - Location and distribution of land uses;
 - Construction phasing.
4. Recommend to the City the following:
 - Additional base information to be collected;
 - Additional consultants to be added to the consulting team;
 - Additional studies to be undertaken, necessary for successful completion of the project(s).

Products - the results of this task will include the following:

Conceptual Design Deliverables:

1. Programming – up to 3 meetings.
2. One (1) full sized sheet hardcopy (24"x36" min.) of the Revised Concept Plan for review with City staff.
 - 60% Conceptual Design, 90% Conceptual Design, and 100% Conceptual Design.
3. E-files (PDFs) and AutoCAD.
4. Project Concept Plan presented to City Council.
5. Site and surrounding area photographs;
6. Memo assessing suitability of existing base information;
7. Meeting Minutes issues within two days of the meeting.

Task 1.1: Presentations to City Council and Parks and Recreation

SWA will assess the Kompan's design and will prepare a concept package. The concept package will include existing site information, program/design development to date (from both Kompan and SWA) as well as a conformed concept plan, associated imagery of the equipment and illustrative(s) as needed to sufficiently describe the scope of work and design intent of the playground renovation.

This package will be presented to City Council and the Parks and Recreation Commission for their review and comment at the 60% Conceptual Design. The package will be further refined to incorporate comments from both entities and presented again for anticipated final review and approval at the 90% Conceptual Design.

SWA will present at the 60% Concept Design phase – using the same presentation for both entities. SWA would then incorporate any comments into the 90% Concept Design and present the revisions for final approval (if required).

Design deliverables will be provided to the City as e-files (PDF and PowerPoint) and AutoCAD.

Task 2 Design Services

SWA will lead the site design and ADA clearance, and also coordinate the geotechnical and survey team for site preparation.

SWA understands that the design services task includes the activities, resources, and documents necessary to prepare and issue the construction documents for the Polliwog Park Playground Project.

- a. SWA will review existing documents including, but not limited to record drawings, prior projects, and current equipment selection. Research existing utilities within the project site (i.e. Gas Company, Southern California Edison, Frontier, Spectrum, West Coast Basin, Los Angeles County utilities, and others).
- b. Perform a site survey of the project area, establishing horizontal and vertical control for the project, and conduct a detailed field check noting topographic features, property lines, elevation/grade lines, structures, pathways, parking, amenities, drainage, irrigation, etc. Incorporate results into formal demolition, grading, construction, irrigation, and planting plans and details as required. Mapping shall include topographic features within 50 feet of the project area, and the project area shall include the areas necessary to address all applicable American Disability Act (ADA) requirements, including but not limited ADA requirements for the playground equipment, access to the playground, parking, path of travel to and from ADA compliant parking, and path of travel in and around the playground. Survey to be completed by Huitt-Zollars, a licensed Surveyor, and SWA acknowledge that prevailing wages are required to be paid for this task.

For the Polliwog Park Playground area located at the northwest end of the Park, directly north of the existing pond, Huitt-Zollars will provide a 2-person field survey crew that will collect pathways, amenities, drainage, irrigation, including survey 25' grid on grass and sand. SWA will collect an adequate number of shots on pathways to verify ADA compliance. SWA will also establish the location of each playground equipment item with at least 2 control shots at each location. SWA will provide assumed horizontal and vertical control and will establish 3 control points for construction. The survey will extend up to 50' beyond the limits of the playground area.

- Demolition Plan - Based on the survey base file provided above, and preliminary design discussions, Huitt-Zollars will prepare a demolition plan for the Polliwog Playground Area. SWA will specify the disposition of existing playground equipment, walkways, surfaces and other at grade facilities within the project limits
- c. Through a review of the above information and interviews with City staff, SWA will evaluate the present conditions/ constraints and develop a firm understanding of the project objective in order to incorporate a construction strategy within the design that ultimately results in minimal disruption.
 - d. As Project is located on Manhattan Beach Unified School District property, SWA will coordinate with the Manhattan Beach Unified School District as needed. Review by the

California Division of the State Architect is not necessary.

- e. Coordinate with playground equipment designer, Kompan, Inc. directly to ensure all Kompan, Inc. equipment (size, dimensions, features, etc.) are called out on the plans to ensure spatial (horizontal and vertical) accuracy in the layout as well as any and all ADA compliance.
- f. Complete geotechnical and soils sampling, testing, and inspection as necessary for the project design and as required by City Building and Safety for plan check. Reports for any completed geotechnical soils sampling, testing, and inspection shall be submitted to the City in addition to including the data in the Contract Documents. The Consultant is also responsible for any necessary calculations associated with the geotechnical and soils sampling, testing, and inspection and the Project design.
- g. Prepare 60%, 90%, and 100% Construction Documents that define and describe the scope of work for bidding and construction services. The Construction Documents shall include and address the items listed below:
 - SWA's Landscape Architect of Record (Ying-yu Hung, PLA, FASLA) and Huit-Zollars or Engineer of Record, will stamp and wet sign all plans, specifications and other document pertinent to the project as necessary. The plans and specifications shall set forth in detail the quality levels of material and systems and other requirements of construction.
 - The design shall address all applicable American Disability Act (ADA) requirements, including but not limited ADA requirements for the playground equipment, access to the playground, parking, path of travel to and from ADA compliant parking, and path of travel in and around the playground.
 - SWA acknowledge that the City conducted a Accessibility Survey that was completed in 2019 for Polliwog Park, which includes areas in and surrounding the Polliwog Park Playground, is provided in Appendix H of this RFP for reference. SWA note that there are findings included in the 2019 Accessibility Survey that are not applicable to this project, and there are other items that need to be addressed in this project that are not included in the 2019 Accessibility Survey. Additionally, there are findings associated with the existing playground equipment since the playground equipment is being replaced. The 2019 Accessibility Survey is provided for reference, and SWA is responsible for ensuring that the project Contract Documents address and are in compliance with all applicable ADA requirements, guidelines, and regulations.
 - The Contract Documents shall address and adhere to all applicable local, state, and federal regulations, requirements, guidelines, codes, and standards, including but not limited to ADA, Standard Specifications for Public Works Construction (Greenbook), State Water Resources Control Board (SWRCB), Regional Water Quality Control Board (RWQCB), and Air Quality Management District (AQMD).
 - The plans shall include all necessary plans, specifications, sections, details, etc.,

including but not limited to site and location plans, demolition plans and specifications of removal of existing improvements, civil and plans, foundation plans and details, anchorage plans and details, landscaping plans, accessibility plans, etc.

- The plans and calculations shall include all anchorage and foundation details for all of the equipment and both the plans and calculations must be signed and stamped by the Landscape Architect of Record.
 - All plans and calculations for products' design by others must be reviewed, approved, signed, and stamped by the Landscape Architect of Record for the project.
 - The plans shall utilize the City's standard title block and notes.
 - SWA shall ensure that the final design contains a typical industry standard level of detail required to procure and construct the proposed improvements. The Construction Documents shall ensure continued public access to the Polliwog Park at any phase of the Project.
 - Prepare all technical construction specifications consistent with the City boilerplate document.
 - Review and complete the front end documentation using the City's boilerplate document.
 - Detailed project cost estimates shall be provided with the 60% design submittal, 90% design submittal, and 100% design submittal and shall include itemized quantity take-offs from the contract documents.
 - Electronic files of all required submittal documents in native program file types and PDF shall be provided to the City. Native program file types include but are not limited to Microsoft Word, Microsoft Project, AutoCAD, etc.
 - Provide final plan set deliverable on 4 mil, 24" x 36" mylar sheets. In addition to the hard copy deliverable, the PDF and AutoCAD files for the final plan set deliverable shall also be submitted to the City.
- h. Submit project documents, including plans, calculation packages, etc. to City Plan Check and complete all revisions necessary for City Plan Check approval.
- SWA is responsible for submitting the plans, calculations, and any other required documents for plan check through City Building and Safety, managing, following up on, staying on top of, and obtaining approval of all plan check submittals, including meeting with the consultant plan checkers and City Building and Safety Staff to address issues in order to expedite the approval process, if necessary. Any City Plan Check fees will be paid by the City and is not the responsibility of SWA to pay up front.
 - Precise Grading Plan - Based on the survey base file and proposed construction plan by SWA, Huit-Zollars will prepare a precise grading and drainage plan. SWA will identify limits and grades for construction of new walkways required to conform to ADA standards, detailed grading including spot elevations and contours to

accommodate new construction and drainage devices for the new facilities. SWA assume that new improvements will not require LID treatment and devices and the rubber surface shall be a uniform thickness

- Structural Calculations - Working with Playground Equipment Manufacturer, Kompan, Huitt-Zollars will provide structural calculations for the following Kompan Playground Items as described in the Polliwog Park Playground brochure prepared by Kompan in June, 2019:
 - Double Tower w/slides
 - Turtle Climber
 - Fishing Boat
 - Robina Log Cabin
 - Cattail Net Climber
 - Birdwatch Tower
 - Swings
- Specifications - Huitt-Zollars will provide specification for the civil engineering improvements (grading and concrete only) as described above using the City's boilerplate document
- Final Cost Estimate - Huitt-Zollars will prepare a final cost estimate based on final civil improvement plans for bidding and construction
- QA/QC Review - Huitt-Zollars will provide a QA/QC review of the plans, estimates and specifications provided for this phase of the design process
- Plan check submittal shall include all applicable calculation packages and will be routed through the City's Plan Check at the Community Development Department. Pertinent material specifications resulting from the calculations shall be clearly noted on the plans.
- SWA shall be responsible for all revisions to the plans, specifications, etc. due to the City Plan Check. Assume three submissions to plan check (original submission and two revised submissions).
- SWA shall provide sufficient hard copies as required by City Planning and Building Divisions for City Plan Check.
- SWA shall prepare and submit all required plan check applications and applicable forms and information as required by City Planning and Building Divisions for City Plan Check.
- SWA's Landscape Architect of Record shall stamp and wet sign all plan sheets, specifications and other document pertinent to the project as necessary for each plan check submittal and for the final set of Contract Documents that are used to bid the project.

Process—As part of Task 2, SWA will: Design Submittal

The purpose of this task is to establish the schematic landscape design concept for the site.

Process—As part of this task, SWA will:

1. Prepare Design Development landscape architectural drawings and documents including

civil engineering, drainage, irrigation, and structural plans if any for the footing of the playground equipment).

SWA will utilize base sheets drawn to scale which contain information requested by SWA. Such information may include, but is not necessarily limited to the following:

- Property lines;
- Curb and gutter location;
- Subsurface drain locations;
- Utility base information;
- Building setback lines;
- Building footprints (where appropriate);
- Engineer's grading, including contour lines and spot elevations.

2. Perform site investigations as needed by all consultants.
3. Conduct code analysis, including accessibility, and incorporate requirements into design.
4. Provide specifications.
5. Coordination with Project team.
6. Provide plans and specifications for City review at:
 - 60% Construction Documentation, 90% Construction Documentation, and 100% Construction Documentation.
 - Each deliverable includes a meeting to discuss and revise as needed.
7. Prepare Construction Documentation Landscape Design Drawings which show the following information:
 - General layout of walks, entries, enhanced paving, parking areas, and planting areas;
 - Preliminary grading concepts for paved and unpaved landscape areas;
 - Conceptual design of walls, fences and terraces;
 - Planting, including identification of tree, shrub, groundcover, and turf areas;
 - Paving areas;
 - Lighting concepts;
 - Location of entry signs.
 - Prepare Design Development Landscape Cross Sections and Elevations to show the basic landscape design intent;
 - Prepare a Design Development Landscape Image Presentation which includes photographs and/or sketches which convey the general landscape design intent;

- Present the Construction Documentation Landscape Design materials to the City; revise (minor modifications), incorporating City recommended changes.

Construction Documentation Deliverables:

1. Provide final plan set deliverable on 4 mil, 24" x 36" mylar sheets. In addition to the hard copy deliverable, the PDF and AutoCAD files for the final plan set deliverable shall also be submitted to the City. Drawings will include:
 - Construction Documentation Landscape Base Sheets;
 - Construction Documentation Landscape Design Drawings;
 - Construction Documentation Landscape Cross Sections and Elevations;
 - Construction Documentation Landscape Image Presentation.
2. E-files (PDF's .dwg files - latest version of AutoCAD) for drawings and specifications.
3. Meeting Minutes issues within two days of the meeting.

Task 3 Construction Support Services

SWA will also coordinate with Kompan, the City of Manhattan Beach's selected play equipment vendor. SWA will lead the bidding and construction administration / observation phases and coordinate with sub-consultants as needed.

The construction support services task includes services to be provided during bidding and construction.

- a. Assist the City during the bidding phase with responses to any requests for clarification and provide support documentation, as required.
- b. Attend the pre-construction meeting.
- c. Attend weekly, or as necessary, construction contract coordination meetings with the City Project Manager and Consultants.
- d. Review and respond to all submittals from the Consultants to ensure conformance and compliance with the design and contract documents.
- e. Review and respond to technical questions, requests for information (RFIs), and requests for change orders (RFCOs) from the Consultants. This task includes all necessary technical drawings to mitigate unexpected field conditions and/or to clarify the intent of SWA's design team and the PS&E during construction.
- f. Attend meetings with the City Project Manager, Consultants, and other parties as needed to discuss and resolve issues identified in RFIs as needed.
- g. Coordinate with the Manhattan Beach Unified School District as necessary.
- h. Coordinate with playground equipment designer, Kompan, Inc. as necessary

- i. Provide complete set of as-built/record drawings based on the redline markups from the consultants. Each page of the as-built/record drawings shall include an as-built stamp that designates who at the design firm prepared the as-builts and who at the design firm approved the as-builts. The design firm staff that approved the as-builts shall also stamp and sign the as- built drawings next to every as-built stamp with their applicable Landscape Architect or Professional Engineer license stamp. Submittal of final deliverable shall include plans on 4 mil, 24" x 36" mylar sheets. In addition to the hard copy deliverable, the PDF and AutoCAD files for the as-built/ record drawings shall also be submitted to the City.

Process—As part of Task3 ,SWA will:

SWA's field department insures that projects are built to consistently high standards. Besides forming the backbone of the construction observation team, members of the field department are brought on to the team early, and for this project will be a key player throughout development of the Master Plan. Being part of the evolution of a design concept, they can review design development and construction drawings for constructability and design flaws and make more effective and knowledgeable decisions in the field while retaining the integrity of the original design intent.

1. Coordination with Project team.
2. Submit drawings to City of Manhattan Beach's pertinent agencies in order to obtain all required permits for construction.
3. Address plan check comments.
4. Detailed construction cost estimate.
5. Meetings with the City during the CD phase:
 - Attend five (5) meetings:
 - Two (2) meetings with the City during the CD phase; and Three (3) meetings as needed with Building & Safety during plan check.

Construction Document and Building and Safety Deliverables:

- Two (2) full-sized drawing sets (24"x36" min.) for plan check, stamped and signed.
Three (3)
- final full-sized sets of approved drawings.
- E-files (PDF's .dwg files - latest version of AutoCAD) for drawings and specifications.
- Meeting Minutes issues within two days of the meeting.

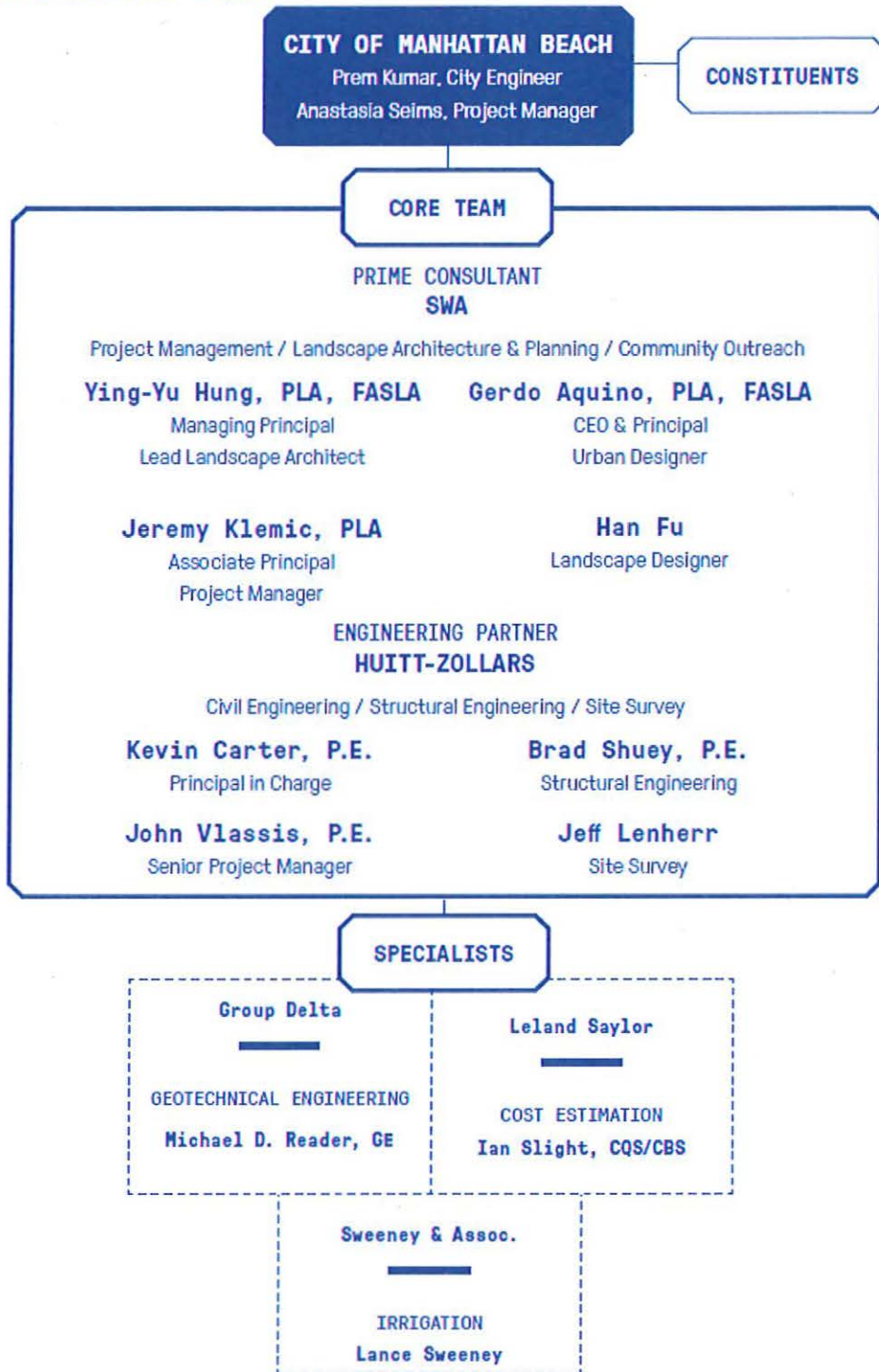
Bidding Assistance

1. Attend Job Walk.
2. Respond to bid questions including creating details and sketches as needed.
3. Prepare addenda as necessary.
4. Review proposals and make recommendations.
5. Coordinate with Project team.

Construction Administration and Project Close-out

1. Review substitutions.
2. Drawing revisions due to field conditions.
3. Engineers inspections as needed.
4. Participate in weekly or bi-weekly construction meeting and prepare construction meeting minutes.
5. On-site progress review and payment certification.
6. Respond to RFIs.
7. Review product and materials submittals.
8. Review change orders, provide comments, and prepare plan updates.
9. Up to two (2) reviews for each required contractor submittal.
10. Prepare bulletins as required.
11. Prepare clarification drawings as required.
12. Participate in the final inspection walk and prepare one (1) punch list Project review.
13. One (1) final Project review and deliver all Project files to the City.
14. Review contractor's "As-Built" record drawings and finalize record drawings.

ORGANIZATIONAL CHART



Resource Allocation Matrix

Task 1	Project Administration Services	Date	SWA (Hours)			Huitt-Zollars (Hours)			Total Hours
			Ying-yu Hung	Jeremy Klemic	Han Fu	Kevin Carter	John Vlassis	Survey / Structural	
	City Council Award	Tuesday, April 7, 2020	-	-	-	-	-	-	-
	Notice to Proceed Issued from City of Manhattan Beach	Wednesday, April 15, 2020	-	-	-	-	-	-	-
1a.	Pre-design Kick-Off Meeting	Wednesday, April 22, 2020	2	2	0	2	2	-	8
	<i>Issue Meeting Notes</i>	Friday, April 24, 2020	-	1	-	-	-	-	1
1b.	Two (2) design progress meetings prior to 60% design submittal								
	Design Progress Meeting 1	Friday, May 1, 2020	1	1	-	2	2	-	6
	<i>Issue Meeting Notes</i>	Tuesday, May 5, 2020		1	-	-	-	-	1
	Design Progress Meeting 2	Friday, May 8, 2020	1	1	-	2	2	-	6
	<i>Issue Meeting Notes</i>	Tuesday, May 12, 2020		1	-	-	-	-	1
1c.	Prepare a Project Schedule & Conduct Monthly Status Meetings	Friday, April 24, 2020	1	3	-	-	-	-	4
1d.	Prepare design review meetings								0
	60% Design Submittal	Friday, May 15, 2020	10	50	75	2	4	1	142
	<i>City Review & Comments to SWA</i>	Friday, June 5, 2020	2	10	20	-	-	-	32
	90% Design Submittal	Friday, June 12, 2020	5	25	50	2	4	1	87
	<i>City Review & Comments to SWA</i>	Friday, July 3, 2020	2	10	20	-	-	-	32
	100% Design Submittal	Friday, July 10, 2020	5	25	50	2	4	1	87

Task 2	Design Services	Date	SWA (Hours)			Huitt-Zollars (Hours)			Group Delta - (Hrs)	Leland Saylor (Hrs)	Total Hours
			Ying-yu Hung	Jeremy Klemic	Han Fu	Kevin Carter	John Vlassis	Survey / Structural			
2a.	Review Existing Drawings	Wednesday, April 22, 2020	4	4	2	2	4	4	-	-	20
2b.	Perform Site Survey	Friday, April 24, 2020	-	-	-	4	4	16	-	-	24
2c.	Evaluate site conditions and constraints	Friday, May 1, 2020	3	3	1	2	2	2	-	-	13
	Confirm spatial accuracy and ADA compliance		1	1	1	1	1	1	-	-	6
2f.	Geotechnical, soils sampling, testing and inspection.	Monday, April 27, 2020	-	1	-	-	-	-	8	-	9
	Complete necessary calculations	Monday, April 27, 2020	-	1	-				1	-	2
2g.	Prepare Construction Docs. w/ wet signature of Landscape Architect of Record								-	-	0
	60% Construction Docs.	Friday, July 24, 2020	10	50	75	5	25	20	-	-	185
	<i>City Review & Comments to SWA</i>	Friday, August 14, 2020	-	-	-	-	-	-			
	90% Construction Docs.	Friday, August 21, 2020	5	25	50	3	17	8	-	-	108
	<i>City Review & Comments to SWA</i>	Friday, September 11, 2020	-	-	-	-	-	-			
	100% Construction Docs.	Friday, September 18, 2020	5	25	50	2	18	4	-	-	104
2h.	Submit project documents to City Plan Check	Friday, September 25, 2020	2	4	-	2	2	2	-	-	12
	Plan Check Complete (Assuming 6 week turn around)	Friday, November 6, 2020	-	-	-	-	-	-	-	-	0

Task 3	Construction Support Services - TBD, After Fall 2020	SWA (Hours)			Huitt-Zollars (Hours)			Total Hours
		Ying-yu Hung	Jeremy Klemic	Han Fu	Kevin Carter	John Viassis	Survey / Structural	
3a.	Assist City with the bidding phase, any RFI's, etc	5	25	12	1	1	-	44
3b.	Attend Pre-Construction Meeting	5	5	-	1	1	-	12
3c.	Attend weekly construction coordination with the City Project Manager and Contractor	5	30	-	1	1	-	37
3d.	Review and respond to submittals from the Contractor to ensure conformance and compliance with design and contract documents.	2	12	-	1	1	-	
3e.	Review and respond to technical questions, RFIs, RFCOs	2	12	-	1	1	-	15
3f.	Attend meetings with the City Project Manager, Contractor, and other parties	2	15	-	1	1	-	19
3i.	Provide complete as-built / record drawings with stamp of Landscape Architect of Record & Engineer of Record.	5	20	25	4	4	-	58

**EXHIBIT B
APPROVED FEE SCHEDULE**

FEE PROPOSAL - EACH PHASE, NOT TO EXCEED

Phase	SWA & Sweeney	Huitt-Zollars	Group Delta	Leland Saylor	Sub-Total by Phase	
Task 1: Project Administration Services	\$5,000	\$4,800	-	-	\$9,800	
Task 1.1: Presentations to City Council and Parks and Recreation	\$8,000	-	-	-	\$8,000	
Task 2: Design Services	\$22,000	\$8,090	\$12,500	\$3,500	\$46,090	
Task 3: Construction Support Services	\$30,000	\$37,080	-	\$3,500	\$70,580	
Sub-Total by Firm	\$65,000	\$49,970	\$12,500	\$7,000	\$134,470	
<i>*Reimbursable fees as defined by RFP, including printing</i>					REIMBURSABLE FEES*	\$13,000
					TOTAL	\$147,470

HOURLY RATES

Name, Firm	Hourly Rate
Gerdo Aquino, SWA	\$305
Ying-yu Hung, SWA	\$295
Jeremy Klemic, SWA	\$160
Han Fu, SWA	\$100
Kevin Carter, Huitt-Zollars	\$240
John Vlassis, Huitt-Zollars	\$225
Jeffrey Lenherr, Huitt-Zollars	\$185
Survey Crew, Huitt-Zollars	\$235
Mike Reader, Group Delta	\$245
Ian Slight, Leland Saylor	\$195
Lance Sweeney, Sweeney Associates	\$190

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. Pursuant to Labor Code Section 1771.4, Contractor and each subcontractor shall furnish such records to the Labor Commissioner, at least monthly, in the form specified by the Labor Commissioner.

8. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

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

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

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

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

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

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

Polliwog Park Playground Project

Design Phase Budget and Expenditure Summary Report

TOTAL BUDGET	
Polliwog Playground Resurfacing & Equip. Replacement (20201E)	\$1,000,000.00
TOTAL BUDGET	\$1,000,000.00
EXPENDITURES	
Professional Design Services Agreement (SWA Group fee of \$134,470.00 plus reimbursable expense up to \$13,000)	\$147,470.00
Additional Unforeseen Design Work - only as approved by City Manager	\$15,000.00
TOTAL EXPENDITURES	\$162,470.00

Polliwog Park Playground Project

Location Map



Agenda Date: 4/20/2020

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

Prem Kumar, City Engineer

Adilia Miller, Senior Civil Engineer

SUBJECT:

Accept as Complete the Slurry Seal and ARAM Project for Areas 4, 5, & 6 by American Asphalt South, Inc.; Authorize filing a Notice of Completion with the County Recorder; and Release the Retention Amount of \$57,359 (Public Works Director Katsouleas).

APPROVE

RECOMMENDATION:

Staff recommends that City Council formally accept as complete the Slurry Seal and ARAM Project - Areas 4, 5, & 6 (see attached map) constructed by American Asphalt South, Inc.; authorize filing a Notice of Completion with the County Recorder's Office; and release the retention amount of \$57,3589 to American Asphalt South, Inc.

FISCAL IMPLICATIONS:

The Slurry Seal and ARAM Project - Areas 4, 5 & 6 construction contract was \$1,069,544 with an authorized construction contingency amount of \$85,456, for total construction budget of \$1,155,000. The project was successfully completed for \$1,147,920, which was less than the total authorized budget. The remaining unexpended balance of \$7,080 will be returned to the Streets and Highways Fund for re-appropriation for a future project.

BACKGROUND:

On February 5, 2019, City Council awarded a construction contract to American Asphalt South, Inc. for construction of the Slurry Seal and ARAM Project - Areas 4, 5 & 6. This project addressed all of Area 5 in conformance with the City's rotating slurry seal program for seven districts. Additionally, staff was able to include portions of Areas 4 and 6 due to the favorable bids received, which included the entire length of Rosecrans Avenue between Sepulveda

Boulevard and Highland Avenue. Note that staff evaluates each street segment prior to bidding to ensure that only qualifying streets are included in the project. Streets scheduled for overlay are excluded from a slurry seal project area if their restoration is planned within a two-year window.

Slurry Seal is a mixture of fine aggregates and emulsified asphalt. The slurry seal is applied in liquid form and dries approximately four hours depending on temperature and humidity. This coating increases pavement life by mitigating water intrusion and improving skid resistance. The work included filling potholes, depressions and cracks prior to application of the slurry seal.

In addition to the slurry seal application, the project also called for an Asphalt Rubber Aggregate Membrane (ARAM) application on Meadows Avenue, between Manhattan Beach Boulevard and Marine Avenue. This enhanced treatment included the application of a rubberized membrane, comprised of scrap tire rubber and tires with a high natural rubber content, which is designed to provide a maintenance-free street surface for 10 to 15 years.

DISCUSSION:

Construction began in April 2019, and was completed in January 2020. The contractor has completed all contract work and is now requesting formal acceptance of project. The retention amount of \$57,357 will be released 35 days after recordation of the Notice of Completion with the County Recorder. All work inspected by the Public Works Department has been found to be in conformance with the plans and specification and of good quality.

PUBLIC OUTREACH:

The work was coordinated and scheduled to minimized impact to the area residents. Notices were issued to businesses and residents prior to the start of construction, and they were kept informed throughout the project.

ENVIROMENTAL REVIEW:

The City reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that the project qualifies for a Categorical Exemption pursuant to Section 15301 Class 1 (repair and maintenance of existing public facilities, involving negligible or no expansion of use) of the State CEQA Guidelines. A Notice of Exemption was filed with the Los Angeles County Clerk's Office for the Project.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENT:

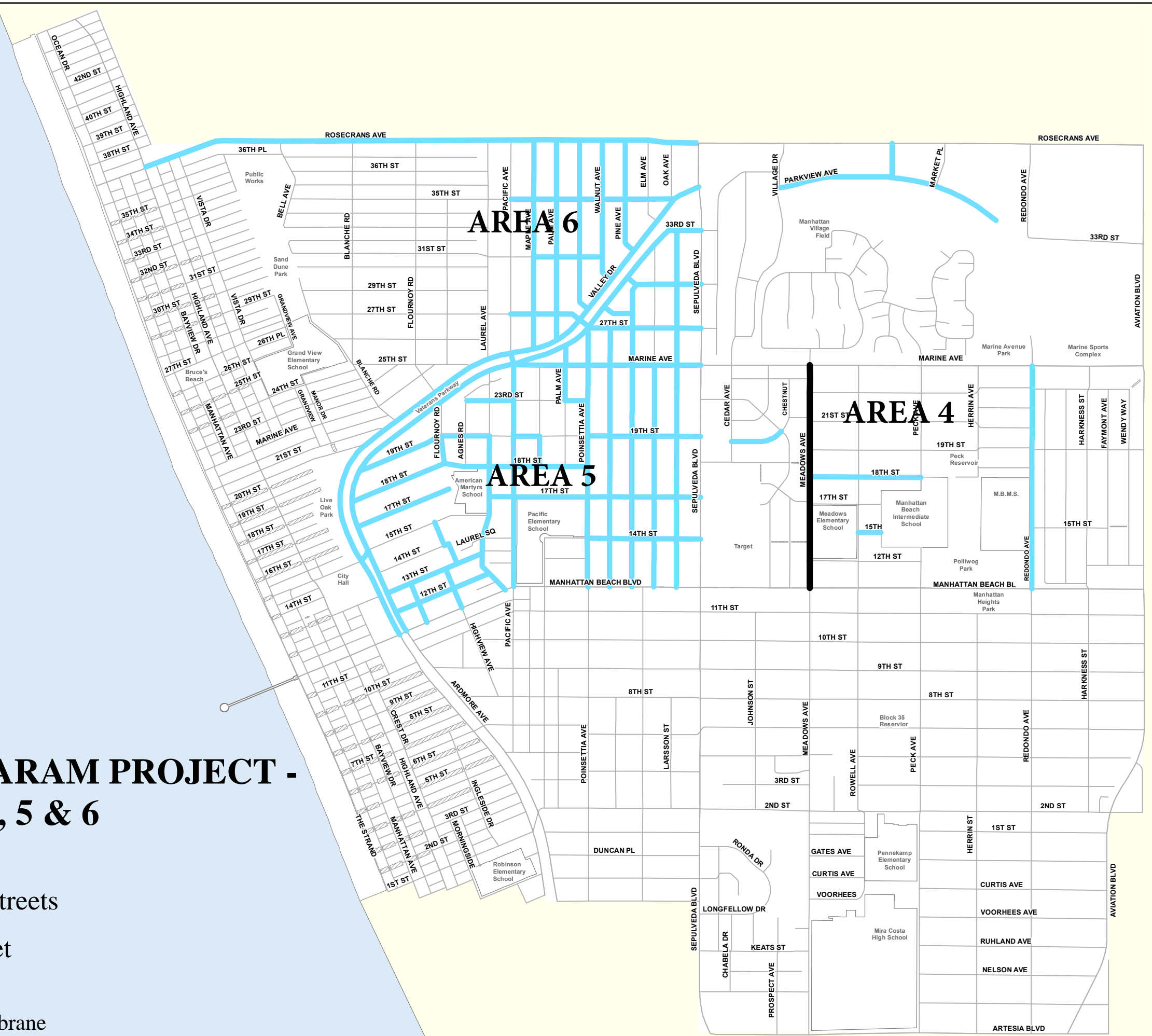
1. Location Map



SLURRY SEAL AND ARAM PROJECT - AREAS 4, 5 & 6

-  Slurry Seal Streets
-  ARAM Street

ARAM: Asphalt Rubber Aggregate Membrane



Agenda Date: 4/20/2020

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

Prem Kumar, City Engineer

Gilbert Gamboa, Senior Civil Engineer

SUBJECT:

Consider Adopting a Resolution Awarding a Professional Design Services Agreement for \$490,725 to Pacific Advanced Civil Engineering, Inc. (PACE) for the Pacific Avenue, Poinsettia Avenue and Voorhees Avenue Wastewater Pump Stations Improvement Project (Public Works Director Katsouleas).

ADOPT RESOLUTION NO. 20-0047 APPROVING AN AGREEMENT

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 20 awarding a professional design services agreement for \$490,725 to Pacific Advanced Civil Engineering, Inc. (PACE) for the Pacific Avenue, Poinsettia Avenue and Voorhees Avenue Wastewater Pump Stations Improvement Project and authorize the City Manager to execute the agreement.

FISCAL IMPLICATIONS:

The Pacific Avenue, Poinsettia Avenue and Voorhees Avenue Wastewater Pump Stations Improvement Project is included in the Fiscal Year 2019-2020 approved Capital Improvement Program (CIP), and funds are available to complete the project as shown in the attached Budget and Expenditures summary table.

BACKGROUND:

The City currently operates and maintains an extensive sanitary sewer system, comprised of a network of gravity sewer pipelines, pump stations, and force mains. The entire system consists of approximately 82 miles of pipe, and 2,086 manholes and cleanouts. The wastewater system also includes 8 pump stations and 5,114 linear feet of associated force mains to lift and convey wastewater from lower elevation areas to the gravity system. The City's sewer system ultimately

connects to the regional Los Angeles County Sanitation District (LACSD) system.

In 1998, the City rehabilitated five wastewater pump stations, including Pacific Avenue, Palm Avenue, Meadows Avenue, Voorhees Avenue, and Bell Ave Pump Stations. The project included replacing pumps and motors at each station, and installing diesel fuel generator sets. The project also upgraded the ventilation and control systems.

In 2010, the City completed a Wastewater Master Plan that analyzed various facilities and operations of the City's existing wastewater system. Part of the Wastewater Master Plan included a list of capital improvement projects that will enhance the system to meet established criteria, properly maintain the system's assets, and replace the facilities that have reached the end of their useful lives. The 2010 Wastewater Master Plan, along with City staff input, identified Pacific Avenue, Poinsettia Avenue and Voorhees Ave sewer pump stations as the next priority in the coming years.

DISCUSSION:

The City issued Request for Proposal (RFP) No. 1217-20 on October 4, 2019, for design services to upgrade and enhance three wastewater pump stations, force mains and associated appurtenances including:

- Pacific Avenue Pump Station (approximate location, 2803 Pacific Ave)
- Poinsettia Avenue Pump Station (approximate location, 1100 N Poinsettia Ave)
- Voorhees Avenue Pump Station (approximate location, 1360 Voorhees Ave)

The RFP phased the project approach and delivery in two parts:

1. Preliminary design development of a basis of design report.
2. Preparation of construction and contract documents.

The City received three proposals on November 14, 2019. The City's evaluation committee evaluated and ranked each proposal based on the proposer's understanding of the scope of services, proposed methodology and work plan, and experience of both the firm and the project team members. Furthermore, the evaluation committee conducted interviews with the top two consultant firms.

Pacific Advanced Civil Engineering, Inc. (PACE) submitted the most responsive and comprehensive proposal. The firm's assigned staff has extremely relevant experience and its proposal demonstrated a significant understanding of the key project tasks and constraints. PACE has an in-depth knowledge of pumping applications, proposed improvement strategies for sizing new equipment to meet operational conditions, and has extensive pump station renovation experience for coastal cities, having prepared previous designs for the City of Redondo Beach and City of San Clemente. Per Government Code Section 4526, Professional Services Consultants are selected based on qualifications.

Some of the key services that will be provide include:

- Complete oversight of the project scope and administration including progress meetings,

- project cost accounting, quality control, and adherence to the project schedule.
- Data collection and review including thorough field survey and geotechnical investigations, review of record drawings, review of operations and maintenance record documentation, and interviews with City staff.
 - Conduct a temporary flow monitoring study to confirm existing conditions.
 - Preparation of a single Basis of Design Report (BODR) which evaluates cost-benefit alternatives for upgrade, rehabilitation and/or relocation, or elimination for each of the sewer pump stations and associated appurtenances.

At this time, staff is recommending the award of Phase 1 preliminary design development work only to determine the preferred alternatives to upgrade and enhance the sewer pump stations listed above. Upon the completion of the preliminary engineering phase, the project team will present the basis of design report with preferred alternatives to City Council. Staff will then proceed with Phase 2 preparation of the construction and contract documents scope of work based on the approved findings and preferred design alternatives.

PUBLIC OUTREACH:

No public outreach was conducted regarding this design services award. However, the project team will conduct community information meetings and will send notices to residences adjacent to the work once the project progresses toward the completion of the preliminary engineering phase.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed activity for compliance with the California Environmental Quality Act (CEQA) and has determined that this scope of work is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c) (3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

Attachments:

1. Resolution No. 20-0047
2. Agreement - Pacific Advanced Civil Engineering, Inc.
3. Budget and Expenditures
4. Location Map

RESOLUTION NO. 20-0047

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR PROFESSIONAL DESIGN SERVICES FOR THE PACIFIC AVENUE, POINSETTIA AVENUE AND VOORHEES AVENUE WASTEWATER PAUMP STATIONS IMPROVEMENT PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City of Manhattan Beach and Pacific Advanced Civil Engineering, Inc. for professional design services for \$490,725 for the Pacific Avenue, Poinsettia Avenue Voorhees Avenue Wastewater Pump Stations Improvement Project.

SECTION 2. The Council hereby directs the City Manager to execute the Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 20, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

RICHARD MONTGOMERY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated April 20, 2020 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Pacific Advanced Civil Engineering, 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. 1217-20 on October 4, 2019, titled “Professional Design Services for the Pacific, Poinsettia and Voorhees Avenue Wastewater Pump Stations Improvement Projects”. Consultant submitted a proposal dated November 14, 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 Pacific, Poinsettia and Voorhees Avenue Wastewater Pump Stations Improvement Projects, attached as **Exhibit A**. This agreement authorizes Phase 1 Preliminary Design only as described in Exhibit A and Phase 2 Final Design can be authorized through an amendment subject to the successful completion of Phase 1. 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 Duncan Lee, Vice President (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

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

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, 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 \$490,725 (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, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of

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

B. Other Indemnities.

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

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

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

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

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

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

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

TO CITY:

City of Manhattan Beach
Department of Public Works
Attn: Gilbert Gamboa
1400 Highland Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

Attn: Duncan Lee
Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street #200
Fountain Valley, California 92708
Telephone: (714) 481-7300 ext. 221
Email: dlee@pacewater.com

COPY TO CITY ATTORNEY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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:

Pacific Advanced Civil Engineering, Inc.,
a California corporation

By: _____

Name: Bruce Moe
Title: City Manager

By:  _____

Name: Mark E. Krebs
Title: President

ATTEST:

By:  _____

Name: Michelle Hoalton
Title: Vice President

By: _____

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 FISCAL IMPACT:

By: _____

Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

By: _____

Name: Stephanie Katsouleas
Title: Public Works Director

EXHIBIT A SCOPE OF SERVICES

THIS AGREEMENT AUTHORIZES PHASE 1 – PRELIMINARY DESIGN WORK ONLY, AS FOLLOWS:

PACE has developed the following work plan to coincide with instructions specified in the RFP, broken down into two main phases. **Phase 1** deliverable will be a single Basis of Design Report (BODR) for all three (3) WWPS facilities, and **Phase 2** deliverables will be the individual final construction bidding documents for each of the pump station sites. The total costs for these three (3) projects shown in the attached "Fee Proposal" is based on PACE's preliminary recommended alternative at each of the three (3) project sites, while separate fees for optional tasks or other alternatives are also provided. The same assumptions were also applied to the Resource Allocation Matrix. As for the schedule, optional tasks are not displayed at this time. While assumptions were made with regards to number of days potholing are required for various alternatives, PACE does recommend to the City to set aside additional contingency for this task as there are too many unknowns that have yet been identified. The table below describes the preliminary alternative for each of the three sites:

Site	Pump Station Upgrade Description	Pipeline Replacement Description
Pacific WWPS	To be eliminated with gravity option to the County sewer 36" pipe (BODR will include recommendations for pump station upgrade for comparison purpose with gravity pipe only).	Install 800' of new 12" gravity pipe, consisting of open-cut and micro-tunnel with a steel casing. Install and remove 200 feet of 6" temporary bypass piping (BODR will include recommendations for force main replacement for comparison purpose with gravity pipe only).

Site	Pump Station Upgrade Description	Pipeline Replacement Description
Poinsettia WWPS	Construct a separate vault to house all electrical equipment (8' x 12' x 8' deep) just south of the existing church driveway. Existing 11-foot diameter combination wet/dry well will be modified whereby the entire lower section of the well will be wet, using submersible pumps, leaving the existing upper section dry to house isolation valves, check valves, flow meter and emergency connection (quick coupler).	Replacing existing 4 inch force main with 170 feet of new 4 inch force main. Existing force main can be kept in service to serve as a redundant force main.
Voorhees WWPS	Construct a new deeper wet well (8' x 17' x 20' deep) adjacent to and just northeast of the existing wet and dry vault. The new wet vault is approximately 4.7' deeper than the existing wet vault, and will house new submersible pumps.	To avoid conflict with construction within school property, install 1,250' of new 6" force main from the pump station, head north on S. Rowell Avenue, then head slightly east on 2 nd Street to connect to an existing sewer manhole. Existing pipe within the school easement can be kept in service to serve as a redundant force main.

The projected schedule is based on the assumption that Phase 1 findings and recommendations for all three sites will be combined into one single BODR, and that Phase 2 design efforts will begin at the same time for all three (3) sites. It is important to point out that the while schedule shows approximately 51 weeks from start to final construction bidding documents due to the anticipated needs to prepared a MND for CEQA compliance (6 months), and three (3) months of sewer monitoring, the schedule could be significantly reduced if the improvements at each site qualify for Categorical Exemption status, and if sewer monitoring duration was reduced.

PHASE 1

PRELIMINARY DESIGN DEVELOPMENT/BASIS OF DESIGN REPORT

1.1 Project Management and Meetings

- ◆ **Project Kick-off Meeting** – PACE will initiate a project and kick-off meeting for the purpose of reviewing the project scope and objectives and for receiving pertinent project information from the City, and to visit the sites to gather additional information.
- ◆ **Meeting with LACSD** – PACE and City staff will initiate to meet (up to three meetings) with LACSD staff to determine viability of a gravity connection to their existing 36 inch FRMP sewer pipe on Marine Avenue and Pacific Avenue.
- ◆ **Meeting with the School District** – PACE and City staff will initiate to meet (up to three meetings) with the school district to discuss the potential need for a wider easement for a new force main.
- ◆ **Progress Meetings and Project Management** – PACE will develop a project schedule using Microsoft Project, showing pertinent tasks, milestones, staff review time (two weeks typical), etc. and will be updated for every progress meeting.

1.2 Data Collection and Review

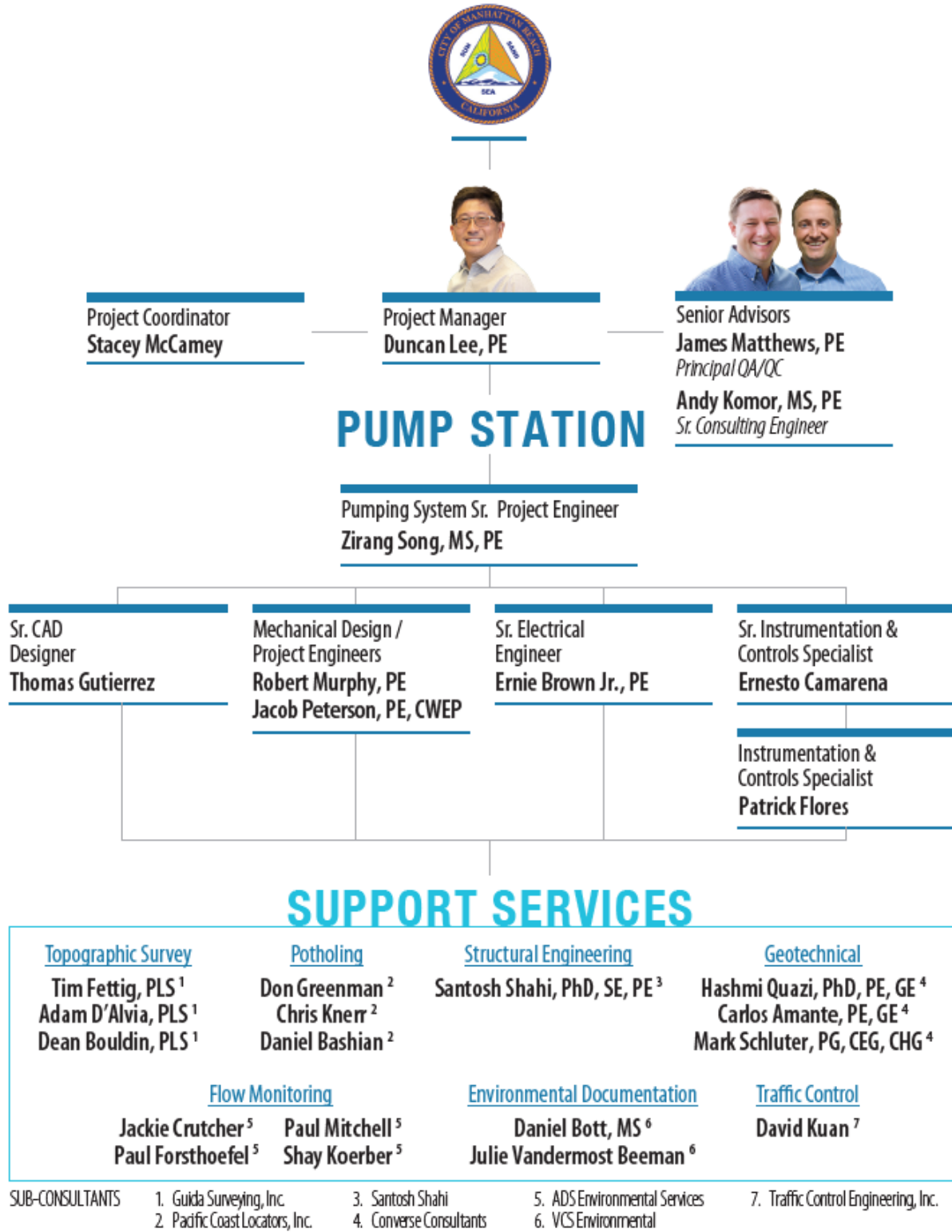
- ◆ **Review Existing & New Information** – PACE will review all available information and record drawings to determine if gravity pipe options are available to the City, as well as to develop alternatives for WWPS upgrades. Furthermore, PACE will assist the City to request all 3rd party underground utilities record drawings for preparation of base maps for design.
- ◆ **Flow Studies** – For up to three consecutive months, PACE will install temporary meters, level sensors / pressures sensors (if ports are available at the WWPS) to determine the Peak Dry Weather Flow and Peak Wet Weather Flow at all three WWPS facilities.
- ◆ **Sewer Manhole Flow Monitoring** – PACE will hire a separate sub-consultant to place up to three monitoring devices for three consecutive months during rainy season at strategic locations for all three WWPS to narrow down any sewer tributary area with inflow and infiltration anomaly.
- ◆ **Structural Assessment of Existing Dry and Wet Pits** – PACE will hire a separate sub-consultant to evaluate condition of the existing pits at all three WWPS facilities, to determine if they can be utilized with other mechanical and electrical upgrades.
- ◆ **Topographic Survey** – PACE will hire a separate sub-consultant to provide topographic survey of each WWPS site, for any pipeline alignments as requested by the City.
- ◆ **Geotechnical Investigation** – PACE will hire a separate sub-consultant to obtain soil borings, and to prepare geotechnical reports for each WWPS site and pipeline alignments, as requested by the City. One composite soil sample per WWPS site will be submitted to a California ELAP certified laboratory under chain-of-custody control and these samples will be analyzed for TPH carbon chain speciation, VOCs and Oxygenates, SBOCs, PCBs, OCPs, and Title 22 metals. Laboratory testing at each WWPS site for geotechnical evaluation will include and not be limited to moisture and density of in-situ samples, sieve analysis, soils corrosivity, expansion index and atterberg limits tests, and direct shear. The geotechnical report will provide recommendation for design parameters such as seismic, backfill, shoring, shallow foundation, mat foundation, and corrosion. Number of required soil borings will be separately shown on the fee schedule for each pipeline alignments. Traffic control will be in accordance to the WATCH manual.
- ◆ **Geoenvironmental Report (Optional)** – Geoenvironmental Report can be provided later as an optional task, once any actual contaminants have been identified (fee estimate not included).

1.3 Basis of Design Report (50%, 90% and 100% Final BODR with Cost Estimates)

- ◆ Recommendation with Concept Plans for WWPS Final Alternatives and any Gravity Pipe Alternative(s)
- ◆ Recommendation with Concept Plans of all Final Force Main Alignments and Gravity Pipe Alternative(s)
- ◆ Sizing and Recommendation of Wet Well, Pumps, Motors, Electrical Equipment, Generator, etc
- ◆ Evaluation and Recommendation of Monitoring and Control I/O Points to be Integrated with City's SCADA
- ◆ Prepare, Submit, and Meet with City for 50%, 90%, and 100% Final BODR with Cost Estimates

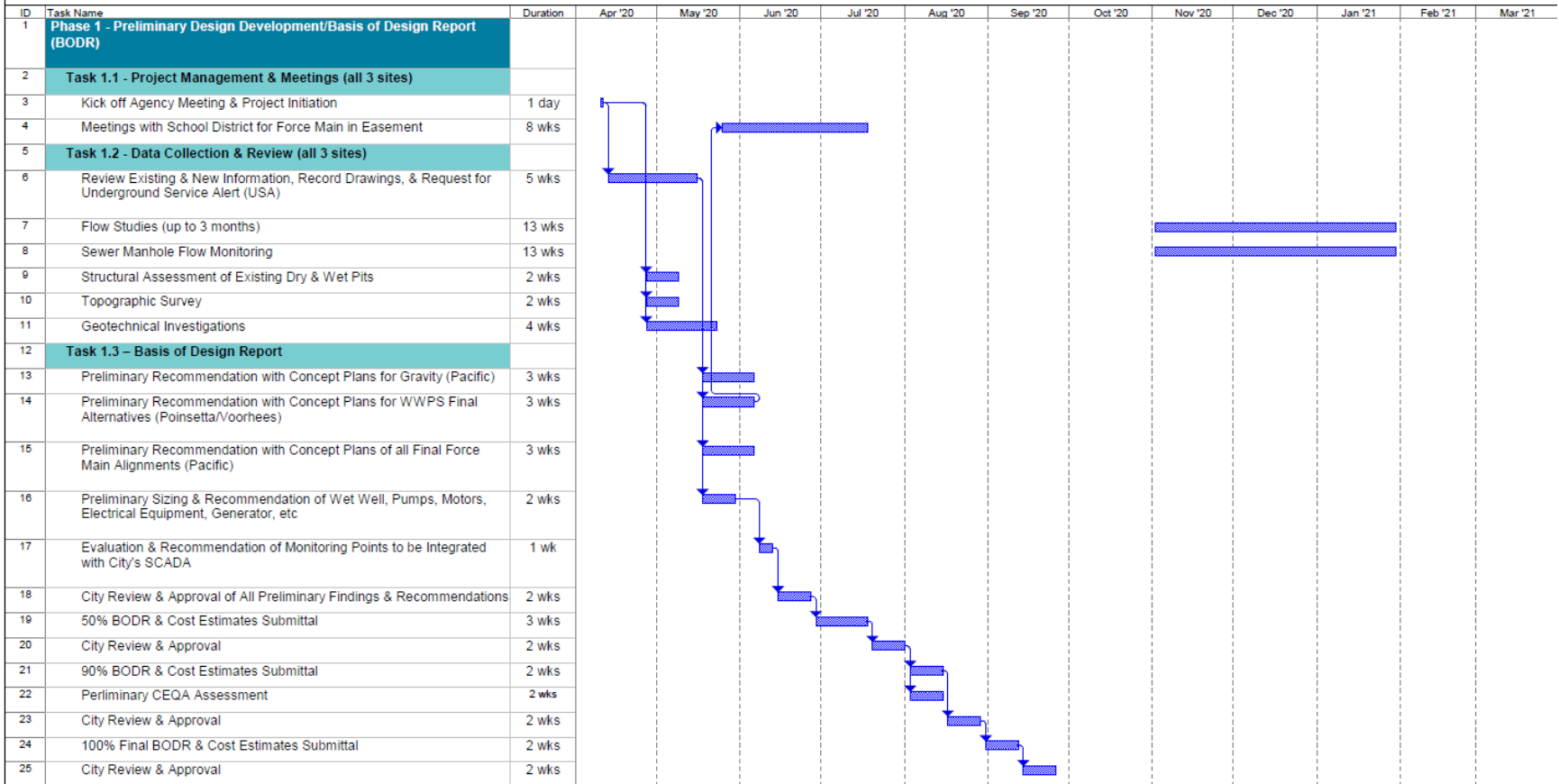
PHASE 1 DELIVERABLES BODR to include conceptual plans, sections, elevations, exhibits, general outline specifications that identify major material and equipment selected, and preliminary cost estimates for each WWPS upgrade (since all existing WWPS and proposed alternatives will be underground application, renderings will not be provided). All Documents listed above, including findings from flow monitoring, flow studies, structural conditional assessments, and geotechnical investigations shall be delivered in electronic (PDF) format via direct email or PACE's secure FTP site.

Organizational Chart




**3 WWPS Manhattan Beach Lift Stations, Force Mains, & Gravity (Pacific/Poinsettia/Voorhees)
Schedule (Optional Tasks Not Shown) (Phase 1 Only)**

PACE Job # B603



Project: 3 WWPS Manhattan Beach Lift Stations, Force Mains, & Gravity (Pacific/Poinsettia/Voorhees) (Phase 1 Only) Date: 3/30/2020 (Revision #3)	Task		External Milestone		Duration-only		Manual Summary Rollup		External Milestone	
	Split		Inactive Task		Manual Summary		Manual Summary		Progress	
	Milestone		Inactive Milestone		Start-only		Finish-only		Deadline	
	Summary		Inactive Summary		External Tasks					
	Project Summary		Inactive Project Summary							
External Tasks		Manual Task								


EXHIBIT B APPROVED FEE SCHEDULE

Fee Schedule and Rate Sheet Matrix	
Project Name: Pacific/Poinsettia/Voorhees Wastewater Pump Stations Client: City of Manhattan Beach PACE Job Number: #B603 Estimate Date: March 13, 2020 (Rev. #3)	

* Fees from these sub-consultants cannot be broken down by labor hours, so they are in lump sums.

Item No.	Work Item Description	Estimated PACE Manhours																	Estimated Sub-Consultants Manhours											Fee Summary (Excludes Optional Tasks)				Fee Summary of Optional Tasks						
		Principal	\$245	\$215	\$200	\$195	\$175	\$150	\$120	\$100	\$100	\$ 80	\$240	ADS Env. Services* (See L5 Fee Column)	Samtosh Shahi	Guida Surveying					Converse Consultants*		VCS Environmental			Pacific Coast Locators*	Man Power Subtotal	Task Costs Subtotal	Lump Sum Fee for Services	Total Task Costs	Man Power Subtotal (Optional)	Task Costs Subtotal (Optional)	Lump Sum Fee for Services (Optional)	Total Task Costs (Optional)						
		\$245	\$215	\$200	\$195	\$175	\$150	\$120	\$100	\$100	\$ 80	\$240	\$150	\$295	\$225	\$200	\$175	\$150	\$ 95	\$250	\$215	\$172	\$140	Structural Engineer	2-Person Survey Crew	Senior Project Manager	PM / Pro. Lic. Surveyor	Project Surveyor	Survey Analyst	Research Clerical	President	Director	PM / Quality Control	Project Coordinator	Man Power Subtotal	Task Costs Subtotal	Lump Sum Fee for Services	Total Task Costs	Man Power Subtotal (Optional)	Task Costs Subtotal (Optional)
1	Phase 1 - Prelim Design Development/Basis of Design Report (BODR)	206	267	40	44	113	368	318	0	60	364	0	77	0	0	72	125	5	20	54	121	5	0	0	72	0	108	0	2,439	\$399,425	\$91,300	\$490,725	0	\$0	\$0	\$0				
2	Task 1.1 - Project Management & Meetings	61	61										20																142	\$29,660	\$0	\$29,660	0	\$0	\$0	\$0				
3	Task 1.1.A - Pacific WWPS (Includes a Gravity Alignment)	23	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54	\$11,220	\$0	\$11,220	0	\$0	\$0	\$0				
4	Task 1.1.A.1 - Project Management & Meetings w/City Only	15	15										4															34	\$7,220		\$7,220				\$0					
5	Task 1.1.A.2 - Meetings with County for Gravity Alignment (2 Mtgs)	8	8										4															20	\$4,000		\$4,000				\$0					
6	Task 1.1.B - Poinsettia WWPS - PM & Meetings	15	15										4															34	\$7,220		\$7,220	0	\$0		\$0					
7	Task 1.1.C - Voorhees WWPS	23	23	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	54	\$11,220	\$0	\$11,220	0	\$0	\$0	\$0					
8	Task 1.1.C.1 - Project Management & Meetings w/City Only	15	15										4															34	\$7,220		\$7,220				\$0					
9	Task 1.1.C.2 - Mtgs w/ Sch Dist for New FM in Easement (2 Mtgs)	8	8										4															20	\$4,000		\$4,000				\$0					
10	Task 1.2 - Data Collection & Review	20	28	8	8	37	96	60				20	16			72	125	5	20	54	121	5					695	\$126,310	\$88,300	\$214,610	0	\$0	\$0	\$0						
11	Task 1.2.A - Pacific WWPS (2 WWPS Options & 2 Pipeline Alignments)	8	12	4	4	15	44	20	0	0	8	0	8	0	0	24	42	2	9	15	41	2	0	0	0	0	0	152	\$26,230	\$36,200	\$62,430	0	\$0	\$0	\$0					
12	Task 1.2.A.1 - Review Existing & New Information	4	8	4	4	8	32													24	1	6	8	24	1			60	\$10,480		\$10,480				\$0					
13	Task 1.2.A.2 - WWPS Flow, Level and Pressure Monitoring for 3 Mths	2	2					20																				28	\$4,020		\$4,020				\$0					
14	Task 1.2.A.3 - 3 Mths Flow Monitoring in Rainy Season (3 Locations)	1	1			2	4						1															9	\$1,490	\$9,400	\$10,890				\$0					
15	Task 1.2.A.4 - Structural Assessment of Existing WWPS	1	1			1							1			24												28	\$4,315		\$4,315				\$0					
16	Task 1.2.A.5 - Topographic Survey - Gravity Pipe Alignment					2						4	1							24	1	6	8	24	1			71	\$14,380		\$14,380				\$0					
17	Task 1.2.A.6 - Topographic Survey - Force Main Alignment					2						4	1						18	1	3	7	17	1				54	\$10,785		\$10,785				\$0					
18	Task 1.2.A.7 - Geotech & Borings - Gravity Align (1 @ 25', 1 @ 75')					2							1															3	\$380	\$17,100	\$17,480				\$0					
19	Task 1.2.A.8 - Geotech & Borings - Pipe Align (1 @ 25', 1 @ 15')					2							1															3	\$380	\$9,700	\$10,080				\$0					
20	Task 1.2.B - Poinsettia Station Site (2 WWPS Options)	6	8	2	2	11	28	20	0	0	4	0	4	0	0	24	18	1	3	7	17	1	0	0	0	0	0	152	\$26,230	\$19,100	\$45,330	0	\$0	\$0	\$0					
21	Task 1.2.B.1 - Review Existing & New Information	2	4	2	2	4	16																					30	\$5,240		\$5,240				\$0					
22	Task 1.2.B.2 - WWPS Flow, Level and Pressure Monitoring for 3 Mths	2	2			4		20																				28	\$4,020		\$4,020				\$0					
23	Task 1.2.B.3 - 3 Mths Flow Monitoring in Rainy Season (3 Locations)	1	1			2	4						1															9	\$1,490	\$9,400	\$10,890				\$0					
24	Task 1.2.B.4 - Structural Assessment of Existing WWPS	1	1			1							1			24												28	\$4,315		\$4,315				\$0					
25	Task 1.2.B.5 - Topographic Survey					2						4	1						18	1	3	7	17	1				54	\$10,785		\$10,785				\$0					
26	Task 1.2.B.6 - Geotech Invest. & Borings (1 boring 30'+1 boring 10')					2							1															3	\$380	\$9,700	\$10,080				\$0					
27	Task 1.2.C - Voorhees WWPS (2 WWPS Options & 3 Pipe Alignments)	6	8	2	2	11	28	20	0	0	8	0	8	0	0	24	65	2	8	32	63	2	0	0	0	0	0	287	\$53,850	\$33,000	\$86,850	0	\$0	\$0	\$0					
28	Task 1.2.C.1 - Review Existing & New Information	2	4	2	2	4	16																					30	\$5,240		\$5,240				\$0					
29	Task 1.2.C.2 - WWPS Flow, Level and Pressure Monitoring for 3 Mths	2	2			4		20																				28	\$4,020		\$4,020				\$0					
30	Task 1.2.C.3 - 3 Mths Flow Monitoring in Rainy Season (3 Locations)	1	1			2	4						1															9	\$1,490	\$9,400	\$10,890				\$0					
31	Task 1.2.C.4 - Structural Assessment of Existing WWPS	1	1			1							1			24												28	\$4,315		\$4,315				\$0					
32	Task 1.2.C.5 - Topo Survey - Rowell to 2nd to Gates Alignment					2						4	1					39	1	5	19	38	1				110	\$22,630		\$22,630				\$0						
33	Task 1.2.C.6 - Topo Survey - Existing Easement to Gates Alignment					2						4	1					26	1	3	13	25	1				76	\$15,395		\$15,395				\$0						

Fee Schedule and Rate Sheet Matrix	
Project Name: Pacific/Poinsettia/Voorhees Wastewater Pump Stations	
Client: City of Manhattan Beach	
PACE Job Number: #B603	
Estimate Date: March 13, 2020 (Rev. #3)	



* Fees from these sub-consultants cannot be broken down by labor hours, so they are in lump sums.

Estimated Sub-Consultants Manhours											
ADS Env. Services*											
Santosh Shahi											
Guida Surveying											
Converse Consultants*											
VCS Environmental											
Pacific Coast Locators*											

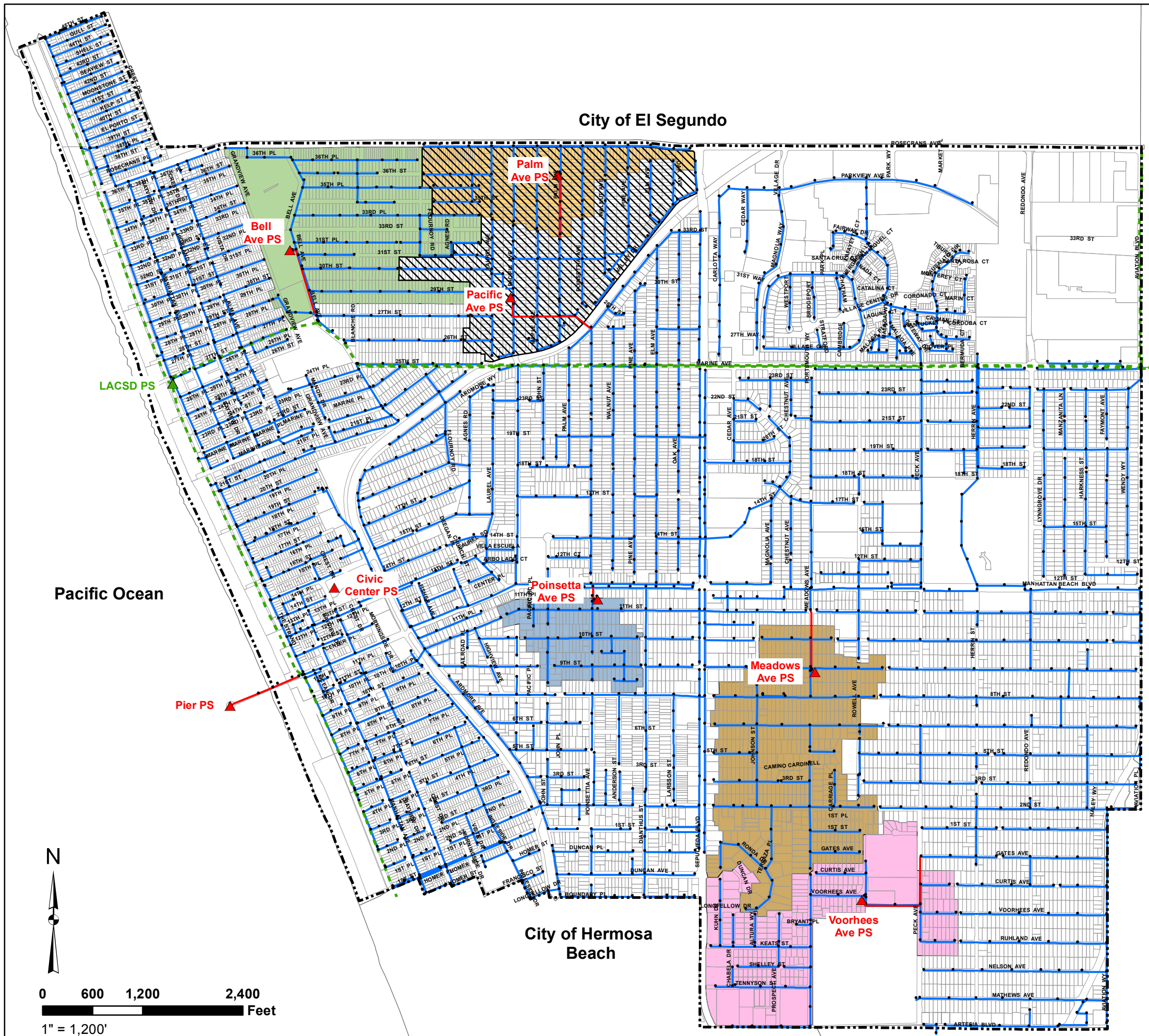
Item No.	Work Item Description	Estimated PACE Manhours														Fee Summary (Excludes Optional Tasks)				Fee Summary of Optional Tasks																	
		Principal	Sr Project Manager	Sr Electrical Engineer	Sr Inst. & Cont. Specialist	Sr Project Engineer	Assistant Engineer	Design Engineer	Sr CAD Designer	CAD Spec / GIS Analyst	Graphic Designer	Admin Support	GPS Survey Unit	ADS Env. Services* (See LS Fee Column)	Structural Engineer	2-Person Survey Crew	Senior Project Manager	PM / Pro. Lic. Surveyor	Project Surveyor	Survey Analyst	Research Clerical	(See LS Fee Column)	President	Director	PM / Quality Control	Project Coordinator	(See LS Fee Column)	Man Power Subtotal	Task Costs Subtotal	Lump Sum Fee for Services	Total Task Costs	Man Power Subtotal (Optional)	Task Costs Subtotal (Optional)	Lump Sum Fee for Services (Optional)	Total Task Costs (Optional)		
34	Task 1.2.C.7 – Geotech&Borings-Rowell-2nd-Gates (1@25', 3@15')					2									1												3	\$380	\$11,800		\$12,180				\$0		
35	Task 1.2.C.8 – Geotech&Borings-Easement to Gates (1@25', 3@15')					2									1													3	\$380	\$11,800		\$12,180				\$0	
36	Task 1.3 – Basis of Design Report (Single BODR)	126	178	32	35	76	272	258	60	344	41																1,602	\$243,455	\$3,000	\$246,455	0	\$0	\$0	\$0	\$0		
	<i>Task 1.3.A – Pacific Station Site (1 WWPS Upgrade Option with 1 Force Main Alignment, and the Gravity Pipe Option if Deemed Viable)</i>	38	64	12	12	38	124	118	0	28	144	0	11	0	0	0	0	0	0	0	0	0	0	24	0	36	0	649	\$96,340	\$3,000	\$99,340	0	\$0	\$0	\$0	\$0	
37	Task 1.3.A.1 – Gravity Main Alt Eval, Pipe Sizing and Utility Reloc.	4	16	2		16	40	40	12	40																		170	\$23,980		\$23,980				\$0	\$0	
39	Task 1.3.A.2 – Preliminary Mechanical Sizing and Recommendations	2	4	2		8	24	24	8	32																		104	\$13,870		\$13,870				\$0	\$0	
40	Task 1.3.A.3 – Define SCADA Monitoring & Control Needs	1	2		4	2	8			16																		33	\$4,315		\$4,315				\$0	\$0	
41	Task 1.3.A.4 – Preliminary Force Main Pipe Sizing, and Alignment	2	4			4	16	16		24																		66	\$8,770		\$8,770				\$0	\$0	
	<i>Task 1.3.A.5 – 50%, 90% & 100% Final BODR (Including 30% Concept Plans, Major Equipment List & Cost Estimates)</i>	12	16	8	8	10	30	30	8	32		3																157	\$23,870		\$23,870				\$0	\$0	
43	Task 1.3.A.6 – Public Outreach Meeting (1 Mtg)	16	16									8																40	\$8,000		\$8,000				\$0	\$0	
44	Task 1.3.A.7 – Preliminary CEQA Assessment	1	6			12																		24	36		79	\$13,535	\$3,000	\$16,535				\$0	\$0		
45	Task 1.3.B – Poinsettia WWPS (1 WWPS Upgrade Opt w/ 1 Pipe Align.)	33	48	10	12	18	70	68	0	16	96	0	11	0	0	0	0	0	0	0	0	0	0	24	0	36	0	440	\$66,885	\$0	\$66,885	0	\$0	\$0	\$0	\$0	
46	Task 1.3.B.1 – Preliminary Mechanical Sizing and Recommendations	2	4	2		8	24	24	8	32																		104	\$13,870		\$13,870				\$0	\$0	
47	Task 1.3.B.2 – Define SCADA Monitoring & Control Needs	1	2		4	2	8			16																		33	\$4,315		\$4,315				\$0	\$0	
48	Task 1.3.B.3 – Preliminary Force Main Pipe Sizing, and Alignment	1	2			2	8	12		16																		41	\$5,265		\$5,265				\$0	\$0	
	<i>Task 1.3.B.4 – 50%, 90% & 100% Final BODR (Including 30% Concept Plans, Major Equipment List & Cost Estimates)</i>	12	16	8	8	8	24	24	8	32		3																143	\$21,900		\$21,900				\$0	\$0	
50	Task 1.3.B.5 – Public Outreach Meeting (1 Mtg)	16	16									8																40	\$8,000		\$8,000				\$0	\$0	
51	Task 1.3.B.6 – Preliminary CEQA Assessment	1	6			12																		24	36		79	\$13,535		\$13,535				\$0	\$0		
52	Task 1.3.C – Voorhees WWPS (1 WWPS Upgrade Opt w/ 1 Pipe Align.)	34	48	10	12	20	76	72	0	16	104	0	11	0	0	0	0	0	0	0	0	0	0	24	0	36	0	465	\$70,390	\$0	\$70,390	0	\$0	\$0	\$0	\$0	
53	Task 1.3.C.1 – Preliminary Mechanical Sizing and Recommendations	2	4	2		8	24	24	8	32																		104	\$13,870		\$13,870				\$0	\$0	
54	Task 1.3.C.2 – Define SCADA Monitoring & Control Needs	1	2		4	2	8			16																		33	\$4,315		\$4,315				\$0	\$0	
55	Task 1.3.C.3 – Preliminary Force Main Pipe Sizing, and Alignment	2	4			4	16	16		24																		66	\$8,770		\$8,770				\$0	\$0	
	<i>Task 1.3.C.4 – 50%, 90% & 100% Final BODR (Including 30% Concept Plans, Major Equipment List & Cost Estimates)</i>	12	16	8	8	8	24	24	8	32		3																143	\$21,900		\$21,900				\$0	\$0	
57	Task 1.3.C.5 – Public Outreach Meeting (1 Mtg)	16	16									8																40	\$8,000		\$8,000				\$0	\$0	
58	Task 1.3.C.6 – Preliminary CEQA Assessment	1	6			12																		24	36		79	\$13,535		\$13,535				\$0	\$0		
59	Task 1.3.D – City Council Meetings (2 Mtgs)	20	20									8																	48	\$9,840		\$9,840	0	\$0		\$0	\$0

ATTACHMENT

**Pacific, Poinsettia and Voorhees Avenue Wastewater Pump Stations
Improvement Project**

Budget and Expenditures Summary - Design Phase

BUDGET	
Pacific Ave Sewer Pump Station (19501E)	\$2,400,000.00
Poinsettia Ave Sewer Pump Station (15843E)	\$3,297,480.00
Voorhees Ave Sewer Pump Station (20501E)	\$2,150,000.00
TOTAL BUDGET	\$7,847,480.00
EXPENDITURES	
Professional Design Services Agreement (PACE) – Phase 1 Preliminary Engineering	\$490,725.00
PHASE 1 TOTAL EXPENDITURES	\$490,725.00
REMAINING BALANCE FOR PHASE 2 DESIGN & CONSTRUCTION	\$7,356,755.00



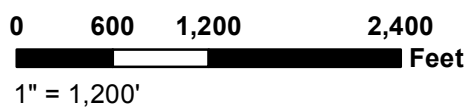
City of Hawthorne

City of Redondo Beach

City of Hermosa Beach

Legend

- Sewer Manholes
- ▲ Manhattan Beach Sewage Pump Station
- ▲ LACSD Sewage Pump Station
- Manhattan Beach Foremain
- Manhattan Beach Sewer
- - - LACSD Trunk Sewer
- - - City Boundary
- Bell Pump Station Tributary Area
- Meadows Pump Station Tributary Area
- Pacific Pump Station Tributary Area
- Palm Pump Station Tributary Area
- Poinsettia Pump Station Tributary Area
- Voorhees Pump Station Tributary Area



AKM
PROJECT NO: 1640901.10
DATE: September 2009

CITY OF MANHATTAN BEACH
WASTEWATER MASTER PLAN

Pump Station
Tributary Areas

Figure 6-1

Agenda Date: 4/20/2020

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

SUBJECT:

Consider Adopting a Resolution Approving an Agreement Between the City of Manhattan Beach and the Beach Cities Health District for a \$150,000 Donation for Construction of the Senior & Scout Community Center (Public Works Director Katsouleas).

ADOPT RESOLUTION NO. 20-0042 APPROVING AN AGREEMENT

RECOMMENDATION:

Staff recommends that City Council approve the attached agreement between the City of Manhattan Beach and the Beach Cities Health District (BCHD), resulting in a \$150,000 donation to the City for construction of the Senior & Scout Community Center (Center).

FISCAL IMPLICATIONS:

If the attached agreement is approved, the City would receive a \$150,000 donation to be used toward construction of the Center. In addition, City Council has allocated \$1 million in the Capital Improvement Program (CIP) toward construction of the Center. The balance of construction costs and other tenant improvements will be provided by Friends of the Senior and Scout Community (Friends). The donation would be deposited into the CIP Fund.

BACKGROUND:

The Scout House, located adjacent to the Joslyn Center, was constructed in the 1950s by the Boy Scouts and later donated to the City of Manhattan Beach. It has effectively served as a gathering spot for generations of Boy and Girl Scout members and their families. The facility also provides space for Seniors' recreational activities and is occasionally utilized as a meeting room for the community.

The Friends have been fundraising for a new Center for several years, with a goal of raising \$2.5 million. On October 2, 2018, staff presented to City Council a summary of financing opportunities that would help offset costs for construction of the Community Center, and Friends

presented the updated budget projection and schematics of the building. At that meeting, after reviewing various funding opportunities, the City's infrastructure budget, and the variety of projects already identified in the 5-Year CIP, City Council allocated \$1 million toward construction of a new Center. Of that, \$550,000 was specifically programmed in the CIP for construction, and another \$450,000 was to be provided as either in-kind services or as additional direct funding, although it was not specifically programmed in the CIP. In spring 2019, City Council approved programming the \$450,000 in-kind service portion of the contribution as available cash for construction in the 5-Year CIP budget, thus making the entire \$1 million contribution available as cash.

Recall that the anticipated cost of construction, including both interior and exterior design elements, is estimated to range from \$3.1 to \$3.7 million for the approximately 7,000 square feet facility. As envisioned under this partnership, the City would construct the shell of the building as a public project (Phase 1), and Friends would complete the interior tenant improvements (Phase 2) and cover other miscellaneous expenses. Funding for Phase 1 construction is anticipated to be shared, with the City allocating \$1 million (as discussed above), and Friends covering the balance. Phase 2 is expected to be fully covered by Friends.

The estimated cost for Phase 1 construction of the building's core and shell has yet to be fully determined, but is expected to be in the vicinity of \$2.3 million. It includes demolition of the existing building, a new foundation, framing, rough electrical, mechanical and plumbing, HVAC ducts, insulation, drywall, doors and windows, exterior waterproofing and cladding, and the elevator. Phase 2 tenant improvements are anticipated to include cabinets, furniture, appliances, finish lighting and plumbing fixtures, AC units, flooring, painting, partitions and interior doors, window treatments and casings. Other miscellaneous expenses to be paid for by Friends include A/V operational equipment, etc.

DISCUSSION:

As part of their fundraising efforts, Friends initiated discussions with BCHD about whether there was a partnership opportunity to help finance construction of the Center. Upon review, BCHD found that it lacked sufficient classroom space for its cooking classes, and determined that the new community center could help meet that need. Thus, a \$150,000 contribution was contemplated and ultimately approved by the BCHD Board, with the caveat that BCHD would have access to the facility for its classes for 25 years.

Because the City is overseeing Phase 1 construction and will continue to own the facility, it became clear that the donation, and hence a funding agreement, must be between the City and BCHD, although the contribution supports the Friends fundraising efforts. The three parties have worked together to develop language in the agreement that would meet each party's needs. That agreement is now before City Council for consideration. Note that the BCHD contribution does not offset the City's \$1 million contribution to the Center. Rather, it helps Friends achieve its \$2.5 million fundraising goal.

Therefore, staff recommends that City Council review and approve the attached agreement between the City and Beach Cities Health District to receive a \$150,000 donation for construction of the Senior and Scout Community Center.

PUBLIC OUTREACH:

No public outreach has been conducted regarding this \$150,000 contribution. However, construction of a new Senior and Scout House has been discussed in a variety of public forums, including at least three previous City Council meetings and with senior groups, scout groups and City staff. Further outreach regarding the project will be conducted at the appropriate design and construction stages as the project progresses.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed recommendations for compliance with the California Environmental Quality Act (CEQA) and has determined that consideration of funding is not a "Project" as defined under Section 15378 of the State CEQA Guidelines; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

1. Resolution No. 20-0042
2. Agreement - Beach Cities Health District

RESOLUTION NO. 20-0042

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN MANHATTAN BEACH AND THE BEACH CITIES HEALTH DISTRICT FOR A \$150,000 DONATION FOR CONSTRUCTION OF THE SENIOR & SCOUT COMMUNITY CENTER

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City and Beach Cities Health District dated April 20, 2020, for a \$150,000 donation for construction of the Senior and Scout Community Center.

SECTION 2. The Council hereby directs the City Manager to execute the Agreement on behalf of the City.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 20, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

RICHARD MONTGOMERY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

CONTRIBUTION AND USE AGREEMENT

This Contribution and Use Agreement (the “Agreement”) is entered into this _____, 2020 (the “Effective Date”) by and between the Beach Cities Health District, a California healthcare district organized pursuant to Health & Safety Code §§ 32000 *et seq.* (“BCHD”) and the City of Manhattan Beach, a California municipal corporation (“the City”).

RECITALS

A. WHEREAS, the City intends to undertake and complete construction of the exterior shell and core of a new Senior and Scout Community Center (the “Community Center”) consisting of approximately 7,000 square feet located at Live Oak Park in the City of Manhattan Beach;

B. WHEREAS, the City intends to enter into a Disposition and Development Agreement (“DDA) and Lease (hereinafter “Lease”) with the Friends of Senior and Scout Community Center, a California non-profit corporation (hereinafter “Friends”), pursuant to which Friends shall be responsible for contributing all but One Million Dollars of the cost of construction of the Community Center, completion of tenant improvements, including the interior build-out, courtyard, equipment, appliances and furnishings, and shall be the lessee of the Community Center for a period of at least 25 years;

C. WHEREAS, BCHD acknowledges that the proposed DDA and Lease remain to be negotiated between the City and Friends;

D. WHEREAS, it is intended that the Community Center will serve multiple purposes, including, but not limited to, replacing the existing Manhattan Beach Scout House and providing community meeting rooms and a space for the City’s Older Adults Program and other recreation and community programs;

E. WHEREAS, the Community Center will include, among other facilities, an intergenerational community room (“Community Room”) and a demonstration commercial kitchen (“Kitchen”), as depicted on **Exhibit A** hereto;

F. WHEREAS, BCHD is a public agency that provides a wide variety of wellness and prevention programs to the community and is in need of additional meeting room space and a demonstration kitchen to conduct its programs;

G. WHEREAS, BCHD desires to contribute the sum of One Hundred Fifty Thousand Dollars (\$150,000) to the City for the purpose of assisting in financing the construction of the Community Center, in exchange for which it desires to have access to space within the Community Center primarily consisting of the Community Room and the Kitchen, to conduct its programs for the community.

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Financial Contribution. Subject to the covenants and conditions contained herein, BCHD shall contribute the sum of \$150,000 (the "BCHD Contribution") to the City, which shall be used by City for purposes of constructing the Community Center. The parties acknowledge that the anticipated cost of construction of the Community Center is in excess of \$3.5 million, and that BCHD's obligation is limited to \$150,000. Except for payment of the BCHD Contribution, BCHD assumes no responsibility or obligation with respect to constructing, paying for or raising funds for construction of the Community Center. BCHD's obligation to make the BCHD Contribution shall be contingent upon the following:

(a) BCHD's prior consent to the construction plans and specifications for the Community Room and the Kitchen, which consent BCHD shall not unreasonably withhold or delay (and BCHD shall respond in writing to any construction plans and specifications within ten days after submission by the City or Friends, failure to timely respond being deemed approval);

(b) City posting the final construction plans and specifications for the Community Center, for receipt of construction bids;

(c) City authorizing commencement of construction (subject to BCHD delivering the full amount of its contribution to City);

(d) City providing reasonable assurance to BCHD that funds to complete the construction are readily available; and

(e) BCHD's consent to the conditions precedent set forth in the DDA to City's and Friend's obligations to enter into the Lease, and the satisfaction of such conditions whereby Friends shall be obligated to complete certain tenant improvements and lease the Community Center as lessee ("Lessee") for a period of at least 25 years.

2. BCHD Usage of the Community Room and Kitchen. Commencing upon issuance by the City Building Official of a Certificate of Occupancy for the Community Center and throughout the term of this Agreement, on the terms and conditions set forth herein, BCHD shall have the right to utilize the Community Room and the Kitchen at no cost for the purpose of conducting its community programs which may include, but not be limited to, the following:

(a) Four (4) senior nutrition class series per year (32 hours of use per year).

(b) Four (4) BCHD events per year (Coalition Meetings, Speaker Series, etc.) (12 hours of use per year).

(c) Four (4) support group series per year (Powerful Tools for Caregivers, Mindfulness and Aging, etc.) (48 hours of use per year).

The parties recognize that the particular type of programs, classes or events may vary during the term of this Agreement based on BCHD's assessment of the needs of the community. BCHD shall be solely responsible for determining the content and conduct of its program(s), classes and events, as well as the speakers and participants. All such programs, classes or events must be consistent with the stated mission of BCHD, and are subject to reasonable and non-

discriminatory rules and regulations established by Lessee or City from time to time and provided to BCHD.

3. Scheduling of Programs. Prior to scheduling a series of programs, classes or events, BCHD shall notify the City and, if the Community Center is leased, the lessee of the proposed dates and times for such programs, classes or events with a general description of the intended usage. Within fifteen (15) days of receiving such notification, the City or, if leased, the lessee, shall notify BCHD if the Community Room and/or the Kitchen, as the case may be, has already been scheduled or committed for an alternative use. If the Community Room and/or Kitchen has not been previously scheduled or committed, BCHD shall be entitled to the exclusive use of the Community Room and/or Kitchen on the dates and times requested in its notification. No such notice given more than 180 days prior to the proposed date of the program, class, or event shall entitle BCHD to exclusive use of the Community Room and/or Kitchen pursuant to this Section. In the event the City or, if leased, Lessee notifies BCHD that one or more of the rooms are not available at the requested time and date, the City or Lessee shall provide available alternative times and dates to BCHD. The City or, if leased, Lessee shall reasonably cooperate with BCHD in determining mutually agreeable times and dates for BCHD's usage. The parties recognize that while the Lease to Friends is in effect, as between Friends and BCHD, Friends shall have priority in scheduling Scout events between 3:00 p.m. and 8:00 p.m. on weekdays and at all times on weekends.

4. Required Terms of Lease. The City shall include in the Lease provisions requiring Friends, as Lessee of the Community Center, and any other lessee or sublessee of the Community Center, to grant BCHD the right to utilize the Community Room and the Kitchen at no cost as specified in Paragraphs 2 and 3 above. In addition, the provisions of Sections 2, 3, 5, and 6 shall be incorporated into the Lease and shall be binding obligations of Lessee in the same manner and to the same extent that they would be binding on the City. BCHD shall be deemed to be a third party beneficiary of all such provisions in the Lease with the right to enforce such covenants and provisions directly against Friends or any other lessee. In no event shall the City be liable for the breach of any of the foregoing Lease provisions if they have been incorporated into the Lease and are enforceable against the Lessee. Notwithstanding the foregoing, if the Lease expires or is terminated for any reason while this Agreement is still in effect, the City shall be responsible for performance of all obligations and covenants herein that had been previously the obligations of Lessee during the term of the Lease, until such time as this Agreement expires.

5. Grant of Licenses. On and subject to the terms and conditions, restrictions and reservations set forth herein, the City hereby grants to BCHD, and its Permittees, the following licenses and right to use the Community Center, the Community Room and the Kitchen:

(a) Community Room and Kitchen License. Exclusive license to occupy and utilize the Community Room and/or Kitchen on the dates and time periods determined pursuant to Paragraph 3 above.

(b) Access Right. A non-exclusive license through and within the Community Center to reasonably permit BCHD and its Permittees access to the Community Room and the Kitchen, ingress to and egress from the Community Center, and access to and

usage of the public restrooms on the dates and time periods determined pursuant to Paragraph 3 above.

As used herein, "Permittee" means all employees, agents, clients, visitors, invitees and licensees of BCHD, and members of the public who are permitted to attend any of the programs conducted by BCHD at the Community Center.

6. Signage and Display of Materials. BCHD shall be entitled to install or place in the Community Room and Kitchen donor recognition signage that is comparable in size, design and prominence to that allowed or provided for other donors who have made comparable monetary contributions, subject to the reasonable approval of the City and Lessee (if leased). BCHD shall also be entitled to display materials relating to its organization, programs and services on a permanent basis within the front lobby of the Community Center. Such materials should be of reasonable size and consistent with other materials displayed by the City.

7. Public Announcements. BCHD may include on its website, in press releases, publications and other public communications, information relating to programs, classes and events which it conducts at the Community Center, including dates, times and location of such programs, and may otherwise communicate to the public regarding its collaboration with the City and/or Friends with respect to the Community Center, including its financial support and usage of the Community Room and Kitchen. The parties acknowledge that, as public entities, this Agreement may be disclosed to the public and is not deemed confidential by the parties.

8. City's Ownership of Property and Reservation of Rights. The Parties acknowledge that, notwithstanding BCHD's financial support for construction of the Community Room and Kitchen, the City reserves for itself and its successors and assigns, the use and enjoyment of the Community Center for all lawful purposes, including the right to sell, convey, mortgage or lease any interest in the Community Center, provided any use by the City, and its successors, assigns, lessees and mortgagees is not inconsistent with the rights and privileges granted to BCHD and the Permittees herein.

9. Use of Community Center.

(a) BCHD agrees to comply with all laws, regulations and requirements of City and all other governmental and regulatory bodies and authorities and any reasonable and non-discriminatory rules and regulations formulated and distributed by the Lessee from time to time and shall observe all safety standards and guidelines applicable to the use and occupancy of the Community Center. BCHD's rights granted pursuant to this Agreement shall at all times be exercised in such manner as not to interfere with the City's or Lessee's use of the Community Center, other than the Community Room and Kitchen during dates and times when they are scheduled to be used by BCHD pursuant to Paragraph 3 above.

(b) BCHD shall be responsible for clean-up of the Community Room and/or Kitchen (as applicable) after each use of the Community Center by BCHD or any of its Permittees. Such clean-up shall include replacing in its original location any furniture that may have been moved, thorough cleaning of the Kitchen (if used), and placing all debris, recyclables and organic waste in the designated containers at the Community Center.

10. Maintenance and Repair.

(a) The City shall maintain and repair (subject to Paragraph 17(b)), the Community Center, including the Community Room and Kitchen, during the term of this Agreement.

(b) BCHD shall promptly reimburse the City for repair of any damage caused by BCHD or its agents or employees.

11. Indemnification.

(a) BCHD shall indemnify, protect, defend, and hold the City and Lessee harmless from and against any and all costs, expenses (including, without limitation, reasonable attorneys' fees), damages, claims, liabilities or causes of action, to the extent arising out of the negligence or willful misconduct of BCHD or its agents or employees. The City shall indemnify, protect, defend and hold BCHD harmless from and against any and all costs, expenses (including, without limitation, reasonable attorneys' fees), damages, claims, liabilities, or causes of action, to the extent arising from the negligence or willful misconduct of the City or its agents or employees. In instances where the indemnified party is shown to be negligent or to have engaged in willful misconduct, and where such negligence or willful misconduct accounts for only a percentage of the liability involved, the obligation of the indemnifying party will be for that entire portion or percentage of liability not attributable to the negligence or willful misconduct of the indemnified party, as determined by final court decision or by the agreement of the parties.

(b) The City shall include in the Lease a provision requiring that Lessee indemnify, protect, defend and hold BCHD harmless from and against any and all costs, expenses (including, without limitation, reasonable attorneys' fees), damages, claims, liabilities, or causes of action arising from the negligent, reckless or intentional acts of the Lessee or its agents or employees.

(c) The obligations of BCHD and the City arising from this Section shall survive termination or expiration of this Agreement.

12. City and Lessee Insurance.

(a) At all times during the term of this Agreement, the City shall obtain and maintain (i) commercial general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer licensed in California, which shall include coverage against claims for any injury, death or damage to persons or property occurring on, in or about the Community Center, with a combined single limit of not less than \$2,000,000. BCHD and its agents, contractors, and employees shall be named as additional insureds on such insurance policies. The City shall furnish to BCHD a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than thirty (30) days prior written notice to BCHD. The City shall include in the Lease a provision requiring Lessee to provide similar insurance, with BCHD and its agents, contractors, and employees named as additional insureds on such insurance policies.

(b) The insurance provided by the City shall be primary and non-contributory to any coverage available to BCHD.

(c) The City shall maintain Workers' Compensation insurance as required by the State of California. The policy of Workers' Compensation insurance shall include provisions for waiver of subrogation.

13. BCHD Insurance.

(a) At all times during the term of this Agreement, BCHD shall obtain and maintain (i) commercial general liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer licensed in California, which shall include coverage against claims for any injury, death or damage to persons or property occurring on, in or about the Community Center, with a combined single limit of not less than \$2,000,000. The City and its agents, contractors, and employees shall be named as additional insureds on such insurance policies. BCHD shall furnish to the City a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than thirty (30) days prior written notice to the City.

(b) The insurance provided by BCHD shall be primary and non-contributory to any coverage available to the City.

(c) BCHD shall maintain Workers' Compensation insurance as required by the State of California. The policy of Workers' Compensation insurance shall include provisions for waiver of subrogation.

14. Successors. Each and all of the covenants, conditions, and restrictions set forth in this Agreement shall apply to and bind the City and BCHD and their respective successors in interest, assigns and lessees.

15. Assignment. This Agreement shall not be assigned, in whole or in part, by BCHD without the prior written approval of City, which approval City may grant or withhold in its sole discretion. Any attempt by BCHD to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, BCHD shall not discriminate against any employee, subcontractor, applicant for employment, client, or invitee 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.

17. Termination.

(a) This Agreement and the rights granted hereunder shall expire and have no further effect twenty-five (25) years following the issuance of a Certificate of Occupancy for the Community Center by the City Building Official.

(b) This Agreement and the rights granted hereunder shall expire and have no further effect upon the occurrence of such damage to the Community Center that the City Building Official revokes the Certificate of Occupancy for all or any portion of the facility. The parties agree that City shall have no obligation to repair or rebuild the Community Center in the event of such damage. Notwithstanding the foregoing, if the City voluntarily elects to repair or rebuild the Community Center, this Agreement shall be reinstated and shall be effective from the date of completion of such repairs or reconstruction until the original date of expiration.

(c) In the event of a natural disaster or other emergency, the rights granted BCHD hereunder to use the Community Center shall be suspended during any period that the Community Center is needed by the City for use as a shelter or for other disaster relief purpose.

18. Scout Volunteers. The Lease between the City and Lessee shall require Lessee to use its best efforts to encourage the Boy Scout and Girl Scout Troops that utilize the Community Center to participate in volunteer events, programs or activities of BCHD, at least once per year (one event for Boy Scouts and one event for Girl Scouts.) The Lease shall provide a mechanism for BCHD to communicate the time and location of its programs and opportunities for volunteers to participate.

19. Entire Agreement. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth herein.

20. Binding Effect. This Agreement, including, without limitation, the licenses granted and the covenants made herein, shall be binding on, and enure to the benefit of, BCHD and the City, and their respective lessees, transferees, devisees, successors, and assigns.

21. Attorneys Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

22. 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.

23. City Not Obligated to Third Parties. City shall not be obligated or liable under this Agreement to any party other than BCHD.

24. Modification. This Agreement may not be changed, amended or terminated except by written agreement of the parties hereto.

25. Exhibits. All exhibits attached hereto are incorporated herein and made a part hereof.

26. Counterparts. This Agreement may be executed in any number of counterparts, but all of which, taken together, shall constitute one and the same instrument. For recording purposes, any signature page of this Agreement may be detached from and added to any counterpart of this Agreement identical in form hereto.

27. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by BCHD and the City as of the date first written.

CITY OF MANHATTAN BEACH

**BEACH CITIES HEALTH DISTRICT, a
California Healthcare District**

By: _____
Name: _____
Its: _____

By:  _____
Name: Tom Bakaly
Its: Chief Executive Office

Agenda Date: 4/20/2020

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

Prem Kumar, City Engineer

Mamerto Estepa Jr., Senior Civil Engineer

SUBJECT:

Consider Adopting a Resolution Awarding a Professional Design Services Agreement to CWE for \$198,286 for the Manhattan Beach Storm Water Infiltration Feasibility Study Project (Public Works Director Katsouleas).

ADOPT RESOLUTION NO. 20-0041 APPROVING AN AGREEMENT

RECOMMENDATION:

Staff recommends that City Council adopt the attached Resolution No. 20-0041 awarding a Professional Design Services Agreement to CWE for \$198,286 for the Manhattan Beach Storm Water Infiltration Feasibility Study Project and authorize the City Manager to execute the Agreement.

FISCAL IMPLICATIONS:

The project is included in the current Capital Improvement Program (CIP) Stormwater Fund under Storm Drain Debris Collection Devices. There are sufficient funds budgeted in the Stormwater Fund to complete the scope of work.

BACKGROUND:

The cities of Manhattan Beach, Hermosa Beach, Redondo Beach, and Torrance, along with the Los Angeles County Flood Control District (LACFCD) have jointly developed an Enhanced Watershed Management Program (the Beach Cities EWMP) as part of compliance with the 2012 Los Angeles Regional Water Quality Control Board Storm Water Permit (LA MS4 Permit). The Beach Cities EWMP identified capital improvement projects that would minimize wet weather discharges and eliminate dry weather discharges into Santa Monica Bay, with the goal of reducing pollutants entering the Bay and meeting the water quality-based effluent (outflow)

limitations. The highest priority project that has the potential to significantly reduce contaminated runoff into Santa Monica Bay from the City of Manhattan Beach, is the proposed Manhattan Beach Storm Water Infiltration Trench Project. If feasible, it would achieve the City's discharge compliance requirements for approximately 60% of the City's watershed - which is remarkable when considering it is a single project.

DISCUSSION:

The proposed project involves constructing of a 50-foot wide subsurface infiltration trench along a section of the beach between 20th Street and 36th Street, west of the bike path. This area currently receives storm drain flows from the 28th Street storm drain, as well as from the beach outfalls located at 21st, 24th, 27th, and 32nd Streets and Marine Place. The infiltration trench concept includes an installing a pretreatment process to remove trash, followed by infiltration into native soil via perforated pipes laid on a bed of gravel. An additional expected benefit includes protection of subsurface infrastructure from corrosion through the infiltration of freshwater, which prevents the intrusion of shallow saline groundwater. There are also potential dune habitat restoration opportunities along the Strand and bike path.

In an effort to reduce the overall footprint of the infiltration trench on the beach, the study also proposes exploring the feasibility of constructing additional infiltration structures at alternative, upstream locations, which may include the following locations:

1. Polliwog Park;
2. 26th Street parking lots adjacent to Ocean Drive; and
3. Bruce's Beach Park (beneath the lower lawn).

The preliminary cost estimate to construct the subsurface infiltration trench is \$7 million. Staff plans to seek funding for design and construction through the County's Safe, Clean Water Program (Measure W), which will have an estimated \$16 million available annually for storm water projects. However, in order to be competitive for Measure W funds, this feasibility analysis is needed. There is an upcoming call for projects for funding for Fiscal Year 2021-2022, and the deadline to submit a project for consideration is currently July 31, 2020. The starting point for project consideration of design and construction funding is the completion of a project feasibility study that meets the guidelines set forth by the Los Angeles County Flood Control District (LACFCD). Staff has taken measures to expedite this study so that the City will be both ready and eligible for a funding award in 2020 rather than in subsequent years. We feel being ready early puts the City in the most competitively advantageous position to receive full or substantial funding for design and construction.

It should be noted that the preliminary design location for the subsurface infiltration trench lies within the right-of-way for both the City of Manhattan Beach and the Los Angeles County Department of Beaches and Harbors. Permitting is required from the County for access to the beach to conduct the geotechnical evaluation component of the feasibility study. If the feasibility study determines that the subsurface infiltration trench is a viable, preferred option and the project proceeds into the design phase, then the City will seek approval and the necessary permits from Los Angeles County and the California Coastal Commission during the design phase of the project. A California Environmental Quality Act (CEQA) analysis will also be conducted.

On January 6, 2020, the City issued Request for Proposal (RFP) No. 1234-20, titled "Feasibility Study for the Manhattan Beach Subsurface Infiltration Trench Project". A total of six proposals were received on January 21, 2020. The proposals were evaluated and ranked by an evaluation committee of City staff according to the following selection criteria:

- Understanding Scope of Services;
- Firm qualifications and experience performing similar work;
- Project management methods and quality control;
- Qualification and experience of key personnel and sub-consultants; and
- Timeliness/Schedule.

Based on the selection criteria, CWE clearly submitted the best overall proposal with the best value. The firm presents with excellent experience in conducting feasibility studies and submitting applications for the storm water funding. The proposal's scope of work and methodology were clearly outlined to meet the time constraints to submit the project for funding further consideration, sufficient resources were identified to complete the project in a timely manner, and its staff is well qualified.

The scope of work entails:

1. Project Management. Coordination of the work, including conducting project meetings with staff; attending meetings with agencies/jurisdictions that the project may impact; and obtaining the necessary permits to perform the work.
2. Coordination/Outreach Meetings. Facilitation of stakeholder/public meetings to community groups and residents that may be impacted by the project.
3. Technical Evaluation. Performance of geotechnical evaluations for the infiltration trench project and all alternative locations. Evaluation of the feasibility of all project options and recommendation to the City on which project alternative(s) suit the City's needs the best. Preparation of a feasibility study that meets the requirements of the Safe, Clean Water Program, based on the City's selection of the preferred concept design(s).
4. Application Submittal. Assistance to the City in submitting the application for Measure W design and construction funding.
5. Project Schematic. Production of the schematic layout and description for the City-selected preferred concept design(s).
6. Preliminary Project Concept Review by LACFCD. Submission of the project for preliminary approval by LACFCD.

PUBLIC OUTREACH:

No public outreach was conducted regarding this design services award. As part of the Feasibility Study, public outreach meetings will be conducted to inform the public and receive feedback on project alternatives.

ENVIRONMENTAL REVIEW:

As part of the Feasibility Study, an assessment of potential California Environmental Quality Act (CEQA) and permitting challenges will be identified. This includes the completion of a CEQA

checklist and a clear identification of the CEQA requirements required for the city-selected preferred concept design. The appropriate CEQA documentation will be generated when the project proceeds to the design phase.

LEGAL REVIEW:

The City Attorney has reviewed this report and determined that no additional legal analysis is necessary.

ATTACHMENTS:

1. Resolution No. 20-0041
2. Agreement - CWE
3. Location Map

RESOLUTION NO. 20-0041

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND CWE FOR PROFESSIONAL DESIGN SERVICES FOR THE MANHATTAN BEACH STORM WATER INFILTRATION FEASIBILITY STUDY PROJECT

THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council hereby approves the Agreement between the City of Manhattan Beach and CWE dated April 7, 2020, for professional design services for the Manhattan Beach Storm Water Infiltration Feasibility Study Project for \$198,286 and authorizes the City Manager to execute the Agreement.

SECTION 2. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 20, 2020.

AYES:
NOES:
ABSENT:
ABSTAIN:

RICHARD MONTGOMERY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated March 17, 2020 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and CWE, a California corporation. City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City issued Request for Proposals No. 1234-20 on January 6, 2020, titled “Feasibility Study for the Manhattan Beach Subsurface Infiltration Trench Project”. Consultant submitted a proposal dated January 21, 2020 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.

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 Feasibility Study for the Manhattan Beach Subsurface Infiltration Trench, attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Vik Bapna, Principal (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

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

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

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).

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, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's obligations under this Section, or any other provision of this Agreement, shall not be limited by the

provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

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

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

9. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring

during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

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

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

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

10. Mutual Cooperation.

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

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

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

12. Termination of Agreement.

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

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

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

14. Default.

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

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

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

If to City:

Attn: Mo 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: Vik Bapna
CWE
1561 E. Orangethorpe Avenue Suite 240
Fullerton, California 92831
Telephone: 714-526-7500 Ext. 212
Email: vbapna@cwecorp.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 and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

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

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

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

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

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

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

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

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

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

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

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

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:

CWE
a California corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: 

Name: VIKRAM BAPNA
Title: CFO

ATTEST:

By: 

Name: Jasm Pereira
Title: Secretary

By: _____

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 FISCAL CONTENT:

By: 

Name: Steve S. Charelian
Title: Finance Director

EXHIBIT A SCOPE OF SERVICES

A.2 Work Plan

This section details our proposed Work Plan, which will be followed to complete the Project within the defined schedule.

Task 1: Project Management

Task 1A: Project Management and Meetings

Project management includes staff chartering, project coordination and management, management of subconsultants, and schedule and budget tracking. Project management efforts are critical for allowing the Project to be completed on time and within budget. CWE will proactively engage the City with timely and concise communications and anticipates feedback at various stages of the Project development. Open and result-driven communications will allow the Project to move forward in a productive and timely manner. We will conduct the following Project meetings with the City:

1. Kickoff meeting (agree on overall approach, obtain data, and understand expectations)
2. Meeting to discuss concepts (following Task 3B)

We will prepare a sign-in sheet and agenda prior to each meeting. The agenda will serve as the basis for the meeting summary, which will be prepared shortly after the meeting. We will also maintain a table of action items, which will include key dates and responsibilities.

Deliverables: Sign-in sheet, agenda, and summary for up to two (2) in-person meetings.

Task 1B: Stakeholder Meetings

CWE will conduct up to three (3) stakeholder meetings in relation to the Project. These meetings may be with City Council, CCC, LACFCD, and/or the SSMB WASC. We will present Project information in an effort to gain information that will assist in determining feasibility. We will prepare a sign-in sheet, agenda, and summary for each meeting and will add action items to the table described above.

Deliverables: Sign-in sheet, agenda, and summary for up to three (3) in-person meetings.

Task 1C: Geotechnical Permit

The CWE Team will obtain the permits required for conducting geotechnical testing within the beach infiltration site, as we understand the Los Angeles County Beaches and Harbors owns this property. We will also obtain the necessary drilling permits for borings exceeding 10 feet or entering groundwater from the County of Los Angeles Department of Environmental Health.

Task 1D: Schedule

CWE will provide oversight of the schedule throughout the Project duration. The Project is subject to a tight deadline driven by the SCWP call for infrastructure projects, which is due July 31, 2020. CWE will update the schedule included in this proposal for discussion at the kickoff meeting. We will update the schedule throughout the Project. The schedule will include CWE's work along with City review time.





Deliverables: Schedule prepared in Microsoft Project in PDF format.

Task 2: Coordination/Outreach Meetings

Task 2A: Stakeholder/Agency Meetings

CWE will work with the City to identify stakeholders and agencies who may be interested in the Project. These stakeholders/agencies may be different than those identified in **Task 1B**. Potential stakeholders may include groups/organizations that use Polliwog Park sports fields or Bruce’s Beach, NGOs/CBOs that may support the Project (points for SCWP submittal), vector control, local school district (owns Polliwog Park property), or other identified stakeholders/agencies. It may be beneficial to meet with the City of Hermosa Beach to gather relevant performance data for the Hermosa Strand Project. These meetings will be used to share Project concepts and/or seek approval/buy-in. We will conduct follow-up meetings if requested. We have assumed up to two (2) meetings under this task (in addition to those identified in **Task 1B**). We will prepare a sign-in sheet, agenda, and summary for each meeting and will add action items to the table described in **Task 1A**.

Deliverables: Sign-in sheet, agenda, and summary for up to two (2) in-person meetings.

Task 2B: Public Outreach Meetings

CWE will attend up to two (2) public outreach meetings to inform the public regarding future Project implementation and listen to any concerns. We anticipate one meeting will be held with the beach community regarding the infiltration trench, Bruce’s Beach, and/or the 26th Street parking lot and one meeting with the community surrounding Polliwog Park. CWE will prepare a presentation with simplified graphics and will present along with the City. The presentations at each event will be similar in nature, while focusing on the Project element relevant to the community the meeting is held in. We will be available to answer questions raised by the community regarding the technical aspects of the Project. We understand the City will secure a venue and advertise the event. We will prepare a sign-in sheet to collect community contact information. A summary will be prepared shortly after each meeting to document question and concerns raised by the public.

Deliverables: Sign-in sheet, presentation, and summary for up to two (2) public outreach meetings.

Task 3: Technical Evaluations

Task 3A: Geotechnical Exploration

The CWE team proposes to bore using a hollow stem auger drill rig that will extend to depths of up to 50 feet. It is assumed each site will be accessible with our truck-mounted drilling equipment. The table below summarizes the number and depth of infiltration tests and soil characterization borings for each of the Project sites. The depths of the percolation tests were determined based on preliminary concepts and depths of infrastructure from which the Project may divert from.





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Project Site	No. of Infiltration Tests	Depth of Infiltration Tests (feet)	No. of Soil Characterization Borings	Depth of Borings (feet)
On Beach	4	5-10	2	10-15
Polliwog Park	2	15	2	25
Bruce's Beach	2	10, 15	1	40-50
26 th Street Parking Lot	2	10, 15	1	40-50

Test samples will be collected during drilling in general accordance with the appropriate American Society for Testing and Materials (ASTM) methods. Standard Penetration Testing (SPT) and sampling using standard split-spoon or Modified California samplers will be performed at approximately 2.5-foot intervals for the upper 10 feet below ground surface, followed by samples at 5-foot intervals to the maximum depths drilled. Bulk samples will be collected for the upper soils encountered in each boring. In addition, we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to the laboratory.

We will contact Underground Services Alert (USA) for the location of utilities within the public right-of-way. The CWE team assumes that no drilling permits or traffic control will be required to perform our field services, with the exception of those indicated in Task 1C, and permits will be issued by the City at no cost.

The samples will be tested in the laboratory to determine physical engineering characteristics. The findings will be summarized in a geotechnical report, which may include subsurface exploration procedures, soil conditions encountered, subgrade preparation/earthwork recommendations, boring logs, groundwater levels, infiltration rates, and drainage recommendations.

Deliverables: Geotechnical Report in electronic (PDF) format.

Task 3B: Project Alternatives

CWE will assess feasibility of each of the Project sites and prepare a preliminary report. This task does not include the SCWP Feasibility Study, which is included as Task 3E. As part of this task, we will review site as-built plans made available by the City for Polliwog Park, Bruce's Beach, and the 26th Street parking lot, along with available storm drain as-built plans, to better understand potential utility conflicts at each site. We assume the City will provide elevation data collected through the Los Angeles Regional Imagery Acquisition Consortium (LARIAC), as we understand the City was a participant. A full topographic survey and utility search will be performed for the selected implementation approach as part of Task 3D. We will also perform a desktop hydrologic analysis to determine flow contributions to each site (beach, Polliwog Park, Bruce's Beach, and the 26th Street parking lot). The RAA identifies a capture volume of 198,000 cubic feet (4.5 acre-feet) for the beach infiltration site, which will serve as the overall capture goal of implementation efforts and may be distributed throughout the tributary area. As part of this task, we will perform calculations to size improvements, accounting for measured infiltration rates at each site.

We will prepare preliminary Project concepts for each site and will identify alternatives for combining Projects. For example, the beach infiltration project could be reduced in size if flows are captured upstream at Polliwog Park (as described in the EWMP). We assume up to two (2) concepts for each site and up to





four (4) different combinations with size variations, some of which are described in **Section A.1**. We will prepare a preliminary report summarizing existing conditions related to topography, geotechnical characteristics, utilities, and hydrology. The report will also summarize the proposed concepts and combinations with preliminary schematics/layouts. A meeting will be held with the City following completion of this task in an effort to discuss proposed concepts and combinations (**Task 1A**). We will provide recommendations to the City and assume the City will select the preferred implementation approach, which will be used to prepare the SCWP submittal (**Task 4**).

Deliverables: Project Alternatives Report in electronic (PDF) format.

Task 3C: Sea Level Rise Evaluation

Sea level rise is a serious concern, especially in beach communities such as the City. Sea level rise may impact the beach site, Bruce’s Beach, and the 26th Street parking lot due to rising groundwater levels. It is important to understand if the City’s investment will serve the intended purpose throughout the life of the Project. We will evaluate and identify potential impacts to the selected implementation approach due to sea level rise. We understand the City is currently working on the development of a Climate Action and Adaptation Plan that will consider the impacts of sea level rise and be used to make modifications to the City’s LCP Land Use Plan (LUP). If available, we will follow the assessment methodology being used on existing City efforts, and if it is not available, we will follow the CCC Sea Level Rise Policy Guidance. We will evaluate the sea level rise potential and correlate it to the rise in the groundwater table. This task does not include any wave studies. We will identify potential Project-specific adaptation strategies if the Project will be impacted by sea level rise. We will prepare a report documenting our evaluation approach, findings, and recommendations (if applicable).

Deliverables: Sea Level Rise Evaluation Report in electronic (PDF) format.

Task 3D: Topographic Survey and Utility Search

CWE’s California-licensed land surveyor will perform a topographic survey of the Project area selected by the City for implementation (assume not all sites will be selected for final implementation). The survey will include the site and anticipated diversion pipe alignment when the storm drains are located within nearby rights-of-way. The survey will serve as the Project base map and will be prepared using United States customary English units in accordance with City guidelines in AutoCAD format. CWE will research County and City record data for centerline, right-of-way, easements, survey control, existing geodetic control, and design network plans. We will establish the horizontal and vertical survey control based on the local Global Positioning System (GPS) network. Existing monuments will be used to establish the centerline of street alignments and tract lot lines. Centerline monuments and ties will be displayed in the topographic survey. Topography will be georeferenced using the North American Datum from 1983 (NAD83), California Zone V for horizontal control and North American Vertical Datum from 1988 (NAVD 88) for vertical control.

CWE will conduct a utility search for the selected Project area(s) to identify existing or planned future utility conflicts. This step is necessary to evaluate potential conflicts with existing utilities, and early coordination will result in eliminating potential future relocations. We will prepare and distribute Preliminary Utility Search notices to utility companies that have utilities within the Project area, which we will determine using our proprietary access to DigAlert records. CWE will maintain a complete record log of utility contacts and responses and provide a copy of correspondence to the City upon request. It is anticipated that through





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the utility search we will locate utilities within the public right-of-way. We will utilize other available as-builts to identify utilities within the parks and City-owned property. A utility base map will be prepared using data collected through the utility search.

Deliverables: No direct deliverables associated with this task (will be used to support other tasks).

Task 3E: Feasibility Study

CWE will prepare a Feasibility Study in accordance with the SCWP Feasibility Guidelines, which will include the required items listed in the RFP 1234-20 and SCWP Guidelines. We understand that this task is to prepare a document describing the feasibility of the Project, while the SCWP also prepares a "Feasibility Study" based on information input into the SCWP module (Task 4). We have identified a cost saving option below, which will include one Feasibility Study instead of two.

The Feasibility Study prepared under this task will flow slightly different than the one prepared through the SCWP module. It will flow similar to a technical report, telling a clear story and describing alternatives. This Feasibility Study will focus on the input into the SCWP module and provide an overall context to Project implementation. An opinion of probable cost and Project schedule will be included in the study, along with a discussion of permitting. The Feasibility Study will include attachments related to vector minimization, monitoring, and Operations and Maintenance (O&M).

Deliverables: Draft and Final Feasibility Study in electronic (PDF) format.

Task 4: Safe Clean Water Submittal

The information documented in the Feasibility Study will need to be entered into the SCWP Regional Projects Module, an online tool. We will enter the information into the tool for the City. The tool will automatically prepare the Project score to verify the Project qualifies for funding. We have prepared a preliminary score card for the City to confirm the Project is eligible for funding, as described in the Project Understanding and Approach. It would be best for the entry to be under a login profile belonging to the City. We assume login information could be provided to us and the City would be able to change the password once the work is complete. CWE will also prepare a presentation and assist the City in presenting it to the SSMB WASC. CWE prepared six applications for the first round and is intimately familiar with the online module and evaluation process. Once information is entered into the module, it will be compiled into a Feasibility Study (PDF), inclusive of the data entry fields and uploaded attachments. Sample Feasibility Study SCWP submittals are included for the City's review as part of this proposal.

Deliverables: Compiled SCWP Feasibility Study in electronic (PDF) format and PowerPoint presentation.

Task 5: Project Description and Schematic Layout

CWE will prepare a Project description and schematic layout of the City-selected preferred implementation approach. The schematic layout(s) will be drawn in AutoCAD using the topographic survey and utility base maps prepared under Task 3D. The schematic will include plan view and typical section(s) to convey the proposed implementation. The schematic and description will include inlets, outlets, diversion points, recreational components, nature-based solutions, pumps, treatment facilities, underdrains, conveyances/piping, aboveground improvements, pretreatment, infiltration systems, and other key





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components, as applicable. We will work with the City and City departments to discuss surface improvements to be included as part of the Project. We will also discuss the City's maintenance capabilities and preferences early in the Project, such that the proposed improvements are in line with the City's preferences, especially if the City plans to maintain the improvements without a third-party contractor. The schematic and description will be incorporated in the Feasibility Study and SCWP submittal.

Deliverables: Project schematic and description in electronic (PDF) format.

Task 6: LACFCD Preliminary Concept Review

Projects being submitted for consideration under the SCWP regional infrastructure program must go through a LACFCD Preliminary Concept Review prior to submitting the Project. We have coordinated with LACFCD for similar reviews for over 10 regional stormwater projects in the last year alone. We will submit an early schematic to LACFCD, such that they can review the proposed connection to their infrastructure. This will be submitted shortly after the City selects a preferred implementation approach, as a schematic will suffice for this review, similar to what will be prepared under **Task 3B**. The schematic will be submitted using the EPIC-LA online platform. CWE will link the City's account to the application, such that the review could be accessed by the City at any time. The submittal will include a Project description, schematic, impacts to LACFCD infrastructure, location map, and summary of anticipated operations and maintenance. We assume up to one (1) coordination call with LACFCD as part of this review.

Deliverables: LACFCD Conceptual Review submittal package in electronic (PDF) format uploaded through the EPIC-LA platform.

Task 7: Supplemental Design Services

Supplemental Design Services is for potential changes to the scope of work, due to unanticipated conditions encountered during the performance of the feasibility study. This task will only be used as directed by the City.

A.3 Project Management Methods

CWE implements project management through a combination of administrative steps and procedures to assure project scope and objectives are met on time and within budget. Project management elements are characterized by frequent communication with clients, project team coordination, decision documentation, and multi-step quality control. CWE will work with the project team to determine the best approaches to communication, working through design concerns, and providing timely responses. CWE has used this management program with great success on many projects of similar complexity and size. CWE has received numerous letters of commendation from satisfied clients attesting to the success of our project management program. Copies of these letters can be furnished upon request.

Coordination

The CWE Project Manager will coordinate team activities and keep the City informed of important progress and transmittals. We have found that a critical key to successful project completion is maintaining communication with the client to discuss progress, identify problems, assign priorities, implement solutions,





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and accept feedback. Coordination, coupled with progress meetings, avoids delays and ensures that projects are completed on schedule and within budget. We will communicate with the City as frequently as necessary to ensure that efforts for the project are coordinated and moving forward on schedule. Resolving concerns and questions as quickly as possible will keep the project on schedule.

Project Scheduling

The Project Manager will develop and use comprehensive Microsoft Project schedules to regularly monitor progress and upcoming work items. This has proven successful in keeping track of forthcoming critical issues and decisions. The Project Manager will keep the City apprised of planned work, project progress, and deliverables. The Project Manager will notify the City of any critical issues and changes in the anticipated project progress and delivery of key tasks.

Budget Control

Two methods for maintaining budgetary control are frequent project accomplishment evaluations and periodic project expenditure monitoring. The CWE Project Manager will regularly evaluate the project scope of work and City objectives to monitor and identify changes that may affect project costs. This approach has proven successful in reducing client costs and developing a clear time schedule for project delivery. CWE recognizes the need for project budget and progress tracking in order to minimize the risk of cost overruns or project deficiencies. Each week, our Project Manager reviews the task charges to ensure accuracy. Each month, our Project Manager receives project summary reports detailing hours charged and costs for that particular period and for the project to date. Our monthly invoices include hours and costs charged to the job for that month, and a summary that shows the amount spent to date and the budget remaining. They are accompanied by a project status report that shows tasks worked on for the month, their percent complete, and critical items for the tasks that remain to be resolved. Regular communication with City staff is always a high priority for the CWE Project Manager to ensure surprises do not occur on the project.

A.4 Quality Assurance/Quality Control

All work performed by the CWE team will be conducted using our thorough, proven Quality Management Process (QMP). The QMP ensures that quality work products and services are delivered to our clients on a consistent basis. The QMP is the essential foundation for the execution of any CWE project, and it consists of two parts: Quality Assurance and Quality Control.

- **Quality Assurance (QA)** consists of the written procedures that drive quality. Specific procedures start with a joint City and CWE project kick-off meeting to verify that everyone understands the intent, objectives, tasks, budgets, schedules, milestones, and deliverables; the kick-off meeting also identifies the individuals who are responsible for implementing each part of the work. The QA procedures also require a standardized checking process, including technical reviews.
- **Quality Control (QC)** is the system for verifying that the quality assurance procedures are actually being implemented. Quality control activities are the actual checking and validation of the work product at every stage of its development. These critical activities include internal quality control reviews by senior experts; they also include a rigorous cross-checking process for making sure that





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all comments, revisions or corrections to any contract documents are correctly completed. This same checking process will also be used to document actions taken for all comments made by City reviewers.

Our QA/QC procedures will be based on CWE's QMP and the City's standards and preferences. To maintain consistency, all CWE team members will be required to comply with the QMP requirements in addition to their own established procedures. The written QMP will be project-specific and meet both City and CWE quality standards and procedures. As demonstrated in the City of San Fernando Regional Park Infiltration and City of Culver City Washington Boulevard Public-Private Partnership (P3) Urban Runoff Diversion projects, CWE will incorporate City quality control procedures into the QMP including development of QA/QC checklists, discipline and interdisciplinary checks, and calculation checks. Incorporating City procedures into CWE's quality procedures results in a high-quality project that the City Project Manager can easily review for compliance.

The QMP will establish the necessary processes to accomplish the following:

- The project is undertaken in accordance with good engineering practices that address all requirements;
- The documents, maps, models, reports, calculations, and other deliverables submitted to the City are independently checked and back-checked;
- A Document Control System is developed and maintained; and
- Coordination is closely monitored.

Vik Bapna, PE, ENV SP, CPSWQ, QSD/P will be assigned as the QA/QC Manager for this contract. He will be responsible for performing quality control checks and managing the independent peer review process of completed deliverables. With 29 years of public agency engineering experience, he has the background and expertise to make sure all submittals are accurate, complete, and in compliance with all required standards.



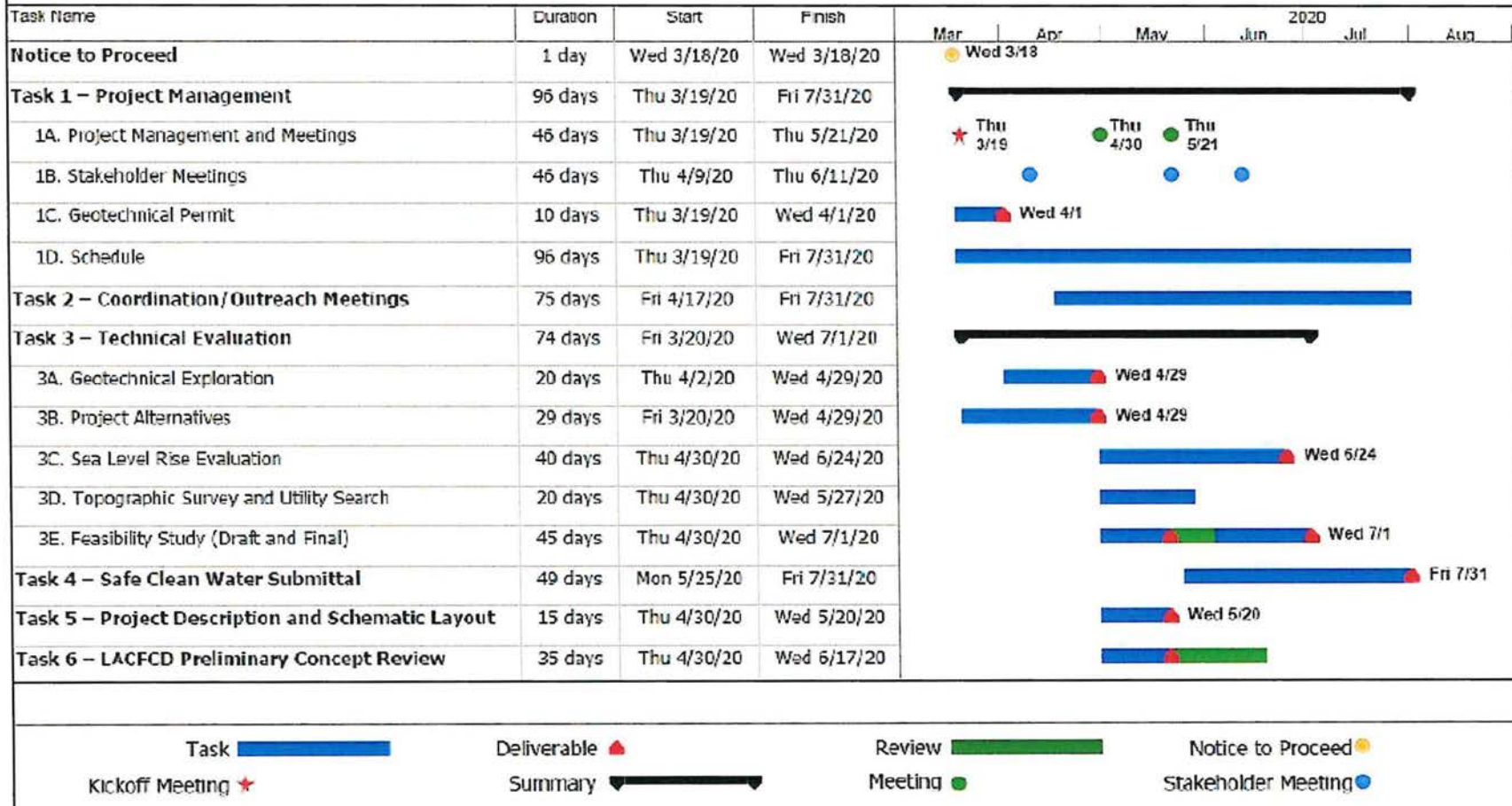
B. Resource Allocation Matrix

City of Manhattan Beach Professional Design Services for the Feasibility Study for the Manhattan Beach Subsurface Infiltration Trench Project
Resource Allocation Matrix
Prepared by CWE on 01/21/2020 REVISED 01/30/2020

Task	CWE								Terracon					No. of Tests	
	Principal	Project Manager	Project Engineer	Staff Engineer	Assistant Engineer	Licensed Surveyor	CAD Designer	Project Coordinator	Admin Assistant	Senior Consultant/Reviewer	Senior Project Manager	Staff Engineer/Geologist	Field Engineer/Geologist		Clerical/Accounting
	\$259	\$223	\$157	\$131	\$106	\$170	\$106	\$94	\$65	\$195	\$175	\$110	\$95	\$80	
1 Project Management															
1A Project Management and Meetings		15		10				3							
1B Stakeholder Meetings		15		15				1							
1C Geotechnical Permit		2		4				1							
1D Schedule				4											
2 Coordination/Outreach Meetings															
2A Stakeholder/Agency Coordination		10		15											
2B Public Outreach	12	16		20				14	8						
3 Technical Evaluation															
3A Geotechnical Exploration															
Project Management											4			4	
Field Exploration		2	4	6				2			12	10	75		
Test: In-Situ Moisture and Density															20
Test: #200 Wash															16
Test: Atterberg Limits															16
Test: Consoln Series															4
Engineering Analysis and Report Preparation										8	32	46			
3B Project Alternatives	4	16	64	94	24				2						
3C Sea Level Rise Evaluation		4	16												
3D Topographic Survey and Utility Search					12	226	40	4	4						
3E Feasibility Study	2	12	12	48	12				4						
4 Safe Clean Water Submittal		8	6	12											
5 Project Description and Schematic Layout				32	16		32								
6 LACPCD Preliminary Concept Review		2			6										
Total Fee and Hours	18	110	122	260	70	228	80	25	18	8	48	66	75	4	66



C. Project Schedule



**EXHIBIT B
APPROVED FEE SCHEDULE**

C. Fee Schedule and Rate Sheet

City of Manhattan Beach Professional Design Services for the Feasibility Study for the Manhattan Beach Subsurface Infiltration Trench Project

Professional Service Fee

Prepared by CWE on 01/21/2020 REVISED 01/30/2020 and 02/04/2020

Task	Total	Principal	Project Manager	Project Engineer	Staff Engineer	Assistant Engineer	Licensed Surveyor	CAD Designer	Project Coordinator	Admin Assistant	Sub consultant
		\$259	\$223	\$157	\$131	\$106	\$170	\$106	\$94	\$85	Terracon
1 Project Management											
1A Project Management and Meetings	\$4,937		15		10				3		
1B Stakeholder Meetings	\$5,404		15		15				1		
1C Geotechnical Permit	\$4,504		2		4				1		\$3,440
1D Schedule	\$524				4						
2 Coordination/Outreach Meetings											
2A Stakeholder/Agency Coordination	\$4,195		10		15						
2B Public Outreach	\$11,292	12	16		20				14	8	
3 Technical Evaluation											
3A Geotechnical Exploration	\$51,948		2	4	6				2		\$49,900
3B Project Alternatives	\$32,820	4	16	84	94	24				2	
3C Sea Level Rise Evaluation	\$3,404		4	16							
3D Topographic Survey and Utility Search	\$45,836					12	228	48	4	4	
3E Feasibility Study	\$12,978	2	12	12	48	12				4	
4 Safe Clean Water Submittal	\$4,298		8	6	12						
5 Project Description and Schematic Layout	\$11,064		8		32	16		32			
6 LACFCD Preliminary Concept Review	\$1,082		2			6					
7 Supplemental Design Services	\$4,000										
Total Fee and Hours	\$198,286	18	110	122	260	70	228	80	25	18	\$53,340

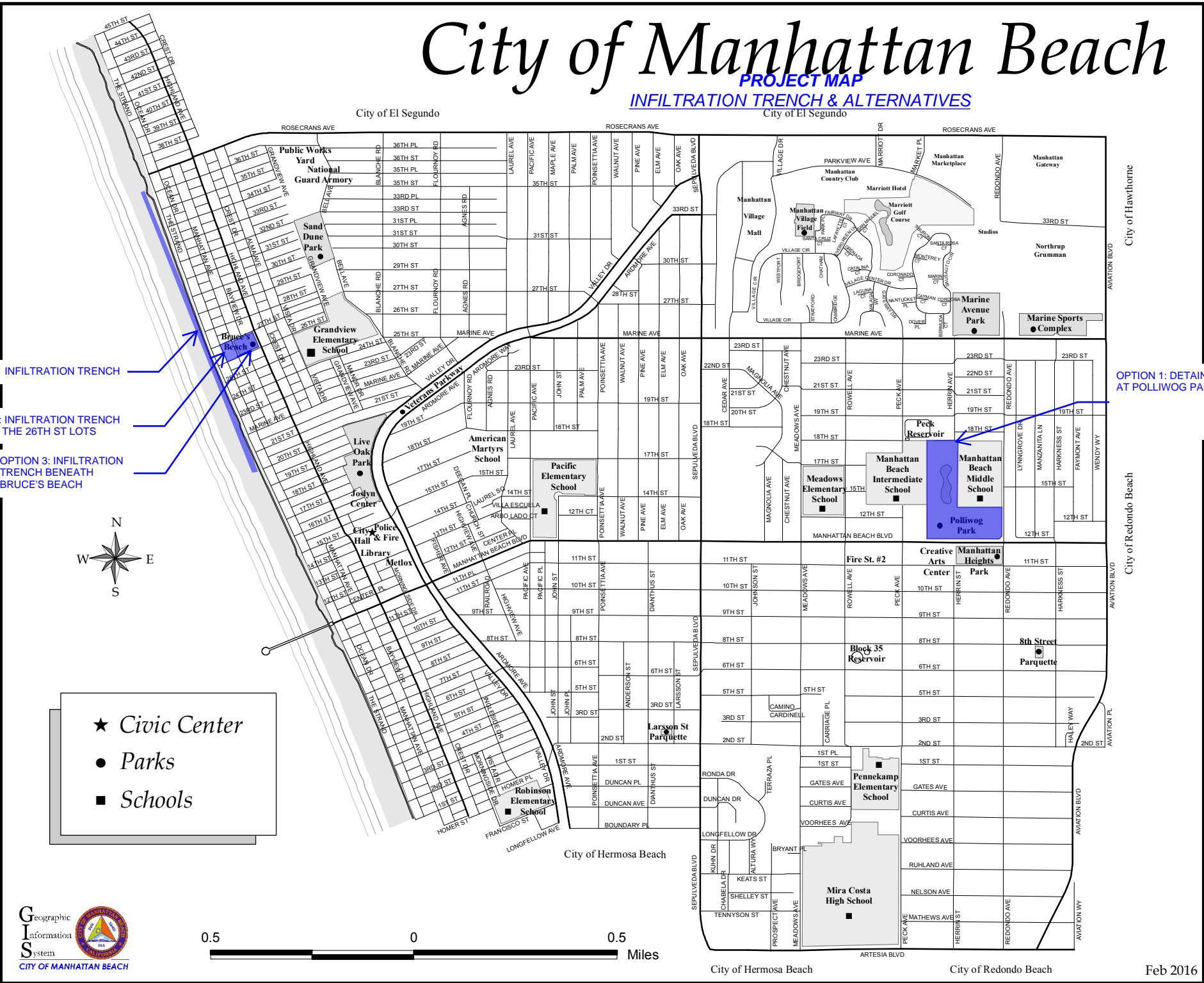
City of Manhattan Beach

PROJECT MAP
INFILTRATION TRENCH & ALTERNATIVES

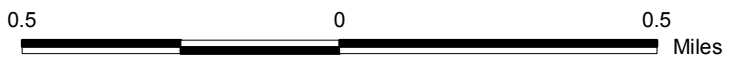
OPTION 2: INFILTRATION TRENCH BENEATH THE 26TH ST LOTS

OPTION 3: INFILTRATION TRENCH BENEATH BRUCE'S BEACH

OPTION 1: DETAIN RUNOFF AT POLLIWOG PARK



- ★ Civic Center
- Parks
- Schools



Agenda Date: 4/20/2020

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Stephanie Katsouleas, Public Works Director

Prem Kumar, City Engineer

Adilia Miller, P. E., Senior Civil Engineer

SUBJECT:

Consider Adopting a Resolution Adopting a List of Street Repair Projects for Fiscal Year 2020-2021 to be Funded by Senate Bill 1: The Road Repair and Accountability Act of 2017 (Public Works Director Katsouleas).

ADOPT RESOLUTION NO. 20-0048

RECOMMENDATION:

Staff recommends the City Council adopt the attached Resolution No. 20-0048:

- 1) Adopting a list of Fiscal Year 2020-2021 street repair projects to be funded by Senate Bill 1 (SB 1): The Road Maintenance and Rehabilitation Account (RMRA) revenues .
- 2) Authorizing the Public Works Director to submit the necessary project information to the California Transportation Commission (CTC) as required by the Act, including year-end reporting for all SB1 projects.

FISCAL IMPLICATIONS:

The City of Manhattan Beach anticipates receiving \$536,000 of SB1 funding Fiscal Year (FY) 2020-2021. On or before May 1, 2020, of each year, the City must adopt, by resolution, a list of qualifying street projects intended to be partially or fully funded with SB 1 funds in order to receive funding from the Road Maintenance and Rehabilitation Account (RMRA) starting July 1 of that same year. The actual budget appropriation of SB 1 funding will occur with the adoption of the City's annual Capital Improvement Program Budget.

BACKGROUND:

SB 1, the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was

passed by the Legislature and signed into law by Governor Brown in April 2017 in order to address significant transportation funding shortfalls statewide.

Beginning November 1, 2017, the State Controller (Controller) began depositing funds into the newly created RMRA in order to distribute them to eligible cities pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation and critical safety projects on the local streets and roads system. Over the past three years, the City has programmed the following SB 1 funds and projects:

- FY 2017-2018: Approximately \$199,000 for the Manhattan Avenue/Highland Avenue Resurfacing Project.
- FY 2018-2019: Approximately \$598,000 for the Marine Avenue Resurfacing Project.
- FY 2019-2020: Approximately \$596,000 for the Cycle 1 Street Resurfacing Project, which includes 14 street segments at various locations between Liberty Village and Sepulveda Boulevard.

As a condition of receiving SB 1 funds, Manhattan Beach is required to adopt a project list and provide year end reporting on completed projects. A new list identifying projects that will utilize the SB 1 funding, must be submitted to the CTC prior May 1, 2020.

DISCUSSION:

On January 15, 2019, City Council received and approved the triennial Pavement Management Program Final Report, which ranked the condition of each City street segment on a scale from 0-100 (100 being best) and emphasized the need to continue with a robust rehabilitation effort to address streets that are deteriorated. Based on that report, staff now recommends that City Council adopt a resolution authorizing the upcoming year's allocation of SB 1 funding to support the rehabilitation efforts of the following deteriorated low scoring streets (Cycle 2):

Street Names	Work Limits
27th Street	Laurel Avenue - Pacific Avenue
Flournoy Road	Ardmore Avenue - 19th Street
Flournoy Road	Valley Drive - 33rd Street
Agnes Road	29th Street - Marine Avenue
Marine Avenue	Blanche Road - Valley Drive

The City intends to resurface or reconstruct these streets by milling the top two inches of the existing asphalt, repairing the base structure, and capping them with two inches of rubberized asphalt concrete where applicable. This rehabilitation method will extend the street pavement life between 15 - 20 years. Where necessary, repairs to curbs and gutters and installation/upgrades of Americans with Disabilities (ADA) curb ramps improvements will also be constructed.

Design services for development of plans and specifications for these and other streets also funded by local returns (e.g., Gas Tax, Measure R, Measure M, Proposition C) will be presented to City Council in the near future for award consideration. Staff's goal is to have the designs completed and ready for bidding this fall, a construction contract awarded by December 2020, and commencement of construction in February 2021. This would allow all work completed by

June 2021, barring any unforeseen issues.

PUBLIC OUTREACH:

A community meeting will be scheduled during the design phase of the project and targeted outreach will occur prior to the start of construction for those who are near or adjacent to construction activities.

ENVIROMENTAL REVIEW:

In is anticipated that the proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA). Per the CEQA Guidelines, the project is exempt pursuant to the following provision: Section 15301, Class 1(c). Based on the California Environmental Quality Act (CEQA) requirements, a Notice of Exemption will be filed for the project with the Los Angeles County Clerk's office prior to the construction phase.

LEGAL REVIEW:

The City Attorney has reviewed this report and no further legal review is necessary.

ATTACHMENT:

1. Resolution No. 20-0048

RESOLUTION NO. 20-0048

A RESOLUTION OF THE MANHATTAN BEACH CITY
COUNCIL ADOPTING A LIST OF PROJECT STREETS
FOR FISCAL YEAR 2020-2021 FUNDED BY SB 1: THE
ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$678,453 in RMRA funding in Fiscal Year 2020-2021 from SB 1; and

WHEREAS, this is the fourth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects and, increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City Council annually adopts a Capital Improvement Plan which has undergone a robust public process to ensure public input into our community's transportation project list and received the latest Pavement Management Program updated report at the January 15, 2019, City Council meeting, and

WHEREAS, the City used a Pavement Management Program to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets/roads throughout the City this year and similar projects into the future; and

WHEREAS, the City's latest Pavement Management Program Assessment found that the City's streets and roads are, on average, in a fair condition and this SB 1 revenue will help us increase the overall quality of our

road system and over the next decade will bring our streets and roads into an improved condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE THE MANHATTAN BEACH CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby adopts the following listed streets for resurfacing in Fiscal Year 2020-2021 Capital Improvement Plan Budget to utilize funding in the approximate amount of \$678,453 from the Fiscal Year 2020-2021 Road Maintenance and Rehabilitation Account (RMRA) revenues funded by SB 1. The City intends to resurface or reconstruct these streets by milling the top two inches of the existing asphalt, repairing the base structure, and capping them with two inches of rubberized asphalt concrete where applicable. Where necessary, repairs to curbs and gutters and installation/upgrades of Americans with Disabilities (ADA) curb ramps improvements will also be constructed.

Street Names (Resurface or Reconstruct)	Between Intersecting Streets	Useful Life (Years)	Schedule in 2021
27th Street	Laurel Ave. - Pacific Ave.	15-20	Feb. – Jun.
Flournoy Road	Ardmore Ave. – 19 th Street	15-20	Feb. – Jun.
Flournoy Road	Valley Dr. – 33rd St.	15-20	Feb. – Jun.
Agnes Road	29th St. - Marine Ave.	15-20	Feb. – Jun.
Marine Avenue	Blanche Rd – Valley Dr.	15-20	Feb. – Jun.

SECTION 3. The Council hereby directs the Public Works Director to submit the street information to the California Transportation Commission as required by the Act including year-end reporting for all SB 1 projects.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution.

ADOPTED on April 20, 2020

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

RICHARD MONTGOMERY
Mayor

