

AMENDED AGENDA

City Council Regular Meeting

Regular Meeting

Tuesday, August 24, 2021

6:00 PM

Zoom Meeting



ELECTED OFFICIALS

Mayor Suzanne Hadley

Mayor Pro Tem Hildy Stern

Councilmember Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

City Treasurer Tim Lilligren

EXECUTIVE TEAM

City Manager Bruce Moe

City Attorney Quinn Barrow

City Clerk Liza Tamura

Community Development Director Carrie Tai

Finance Director Steve Charelian

Fire Chief Michael Lang

Human Resources Director Lisa Jenkins

Information Technology Director Terry Hackelman

Parks and Recreation Director Mark Leyman

Police Chief Derrick Abell

Public Works Director Erick Lee

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.

August 24, 2021

City Council Meeting Agenda Packet:

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MANHATTAN BEACH'S CITY COUNCIL WELCOMES YOU!

Your presence and participation contributes to good city government.

By participating in City Council meetings, you are participating in the process of representative government. To encourage that participation, the City Council provides an early opportunity for public comments under "Public Comments," at which time speakers may comment on any matter within the subject matter jurisdiction of the City Council, including items on the agenda.

Pursuant to Governor Newsom's executive orders issued in response to the COVID-19 pandemic, the City continues to offer an opportunity to participate in Council meetings via Zoom. In the interest of maintaining appropriate social distancing, the City Council encourages the public to participate by submitting comments in advance of the meeting, no later than 5:30 PM, August 24, 2021 (the day of the meeting), via:

- 1) eComment at <http://www.cityymb.info/ecomment>;
- 2) email to cityclerk@cityymb.info; or
- 3) telephone message recorded at (310) 802-5030.

All of your comments provided by the deadlines above will be available to the City Council and the public prior to the meeting.

In addition, you may participate by joining Zoom during the meeting. Instructions are provided on item F (Public Comments).

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.cityymb.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 (Spectrum), Channel 35 (Frontier), 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). Notification 36 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting. 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 amended notice/agenda was posted on Thursday, August 19, 2021, 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. THE RECOMMENDED COUNCIL ACTION IS LISTED IMMEDIATELY AFTER THE TITLE OF EACH ITEM IN BOLD CAPITAL LETTERS.

PLEASE NOTE THAT THE CITY COUNCIL MAY ACT ON ANY ITEM LISTED ON THE AGENDA.

A. CALL MEETING TO ORDER

B. PLEDGE TO THE FLAG

C. ROLL CALL

D. CEREMONIAL CALENDAR

1. Presentation of a Certificate of Recognition to Hunter Williams, CEO of Brushed and Finalist at the Young Entrepreneurs Academy 13th Annual Saunders Scholars National Competition. [21-0247](#)

PRESENT

Attachments: [Certificate of Recognition - Hunter Williams](#)

2. Presentation of Certificates of Recognition to the Following Mira Costa High School Sports Teams for Winning Several Championships in the 2020-2021 School Year: Girls Beach Volleyball - Interscholastic Beach Volleyball League (IBVL) Championship and State Championship; Boys Soccer - CIF Division 1 Southern Section Championship and Southern California Regional Championship; and Boys Volleyball - CIF Division 1 Southern Section Championship and Southern California Regional Championship. [21-0053](#)

PRESENT

Attachments: [Certificates of Recognition - MCHS Championship Winners](#)

3. Presentation of Certificates of Recognition to the Members of MB CERT for Being Awarded "Volunteer of the Year" by the LA County Board of Supervisors. [21-0188](#)

PRESENT

Attachments: [Certificate of Recognition - MB CERT](#)

E. APPROVAL OF AGENDA AND WAIVER OF FULL READING OF ORDINANCES

This is the time for the City Council to:

- (a) notify the public of any changes to the agenda;
(b) remove items from the consent calendar for individual consideration; or
(c) rearrange the order of the agenda.

MOTION TO APPROVE AGENDA AND WAIVE FULL READING

F. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the City Council, including items on the agenda. The Mayor may determine whether an item is within the subject matter jurisdiction of the City Council. While all comments are welcome, the Brown Act does not allow City Council to take action on any item not on the agenda.

Pursuant to Governor Newsom's Executive Order No. N-09-21, The City Council encourages the public to participate by submitting comments in advance of the meeting, no later than 5:30 PM, August 24, 2021 (the day of the meeting), via:

- 1) eComment at <http://www.citymb.info/ecomment>;
- 2) email to cityclerk@citymb.info; or
- 3) telephone message recorded at (310) 802-5030.

All of your comments provided by the deadlines above will be available to the City Council and the public prior to the meeting.

ZOOM PUBLIC PARTICIPATION

If you wish to speak on any item on the agenda, please register in advance by clicking the following link: <https://citymb.seamlessdocs.com/f/publiccomment>.

If you wish to speak on any item on the agenda, please register in advance by clicking the following link: <https://citymb.seamlessdocs.com/f/publiccomment>, even when submitting this request you will need to use the "raise hand" feature via Zoom during the presentation of that Agenda Item in order to confirm with the City Clerk's Office that you wish to provide comments.

- 1) Join Zoom Meeting via the internet:

Direct URL: <https://citymb-info.zoom.us/j/93376200363>, Meeting ID: 933-7620-0363

During the meeting you will need to use the "raise hand" button through Zoom at the time the Agenda Item is being presented for City Council consideration.

- 2) Join Zoom Meeting via Phone Conference (Voice Only):

Phone Number: (669) 900-6833, Meeting ID: 933 7620 0363

During the meeting you will need to enter *9 on the phone's dial pad at the time the Agenda Item is being presented for City Council consideration.

Please note, the City is not responsible for the public's use of Zoom as it relates to the software, configuration, and setting on a personal device. The public is encouraged to visit the Zoom website for information on use of this software. The City's use of Zoom is consistent with the platform features and functions as described on the Zoom website.

UPDATES AND PRESENTATIONS:

4. Housing Element Introduction (Community Development Director Tai).

Attachments: [PowerPoint Presentation](#)

G. COVID-19

5. City Manager Report on EOC (Emergency Operations Center) and Update on COVID-19 Response.

H. CONSENT CALENDAR (APPROVE)

Items on the Consent Calendar are routine and customary items and are enacted by a single motion with the exception of items previously removed by a member of the City Council during "Approval of the Agenda" for individual consideration. Any items removed shall be individually considered immediately after taking action on the Consent Calendar.

6. City Council Minutes: [21-0196](#)
This Item Contains Minutes of the Following City Council Meeting(s):
a) City Council Adjourned Regular Meeting Minutes of August 3, 2021
b) City Council Regular Meeting Minutes of August 3, 2021
(City Clerk Tamura).
APPROVE

Attachments: [City Council Adjourned Regular Meeting Minutes of August 3, 2021](#)
[City Council Regular Meeting Minutes of August 3, 2021](#)
7. Financial Reports: [21-0255](#)
Schedule of Demands for July 22, 2021, and July 29, 2021 (Finance Director Charelian).
ACCEPT REPORT AND DEMANDS

Attachments: [Schedule of Demands for July 22, 2021 and July 29, 2021](#)
8. Consideration of a Resolution Approving an Amendment to the Existing Agreement with Richards, Watson & Gershon to Increase the Monthly Retainer, Increase Billing Rates on Certain Matters, and Establish a Cost-of-Living Adjustment Procedure (City Manager Moe). [21-0265](#)
ADOPT RESOLUTION NO. 21-0074

Attachments: [Resolution No. 21-0074](#)
[Amendment No. 4 - Richards, Watson & Gershon](#)
9. Consideration of a Resolution Awarding RFP No. 1254-21 to Sea Clear Pools Inc. for a Three-Year Contract for Pool Maintenance and Repair Services in an Amount Not-to-Exceed \$30,000 Annually (Parks and Recreation Director Leyman). [21-0231](#)
ADOPT RESOLUTION NO. 21-0069

Attachments: [Resolution No. 21-0069](#)
[Agreement - Sea Clear Pools Inc.](#)

10. Second Reading and Adoption of an Ordinance Amending Manhattan Beach Municipal Code Chapter 9.60 Banners in the Public Right-of-Way and Approval of Amended Banner Policy (Parks and Recreation Director Leyman). [21-0253](#)
- a) **ADOPT ORDINANCE NO. 21-0007**
- b) **APPROVE AMENDMENTS TO BANNER POLICY**
- Attachments:** [Ordinance No. 21-0007](#)
[Updated Banner Policy](#)
11. Consideration of a Resolution Approving a Professional Services Agreement with KOA Corporation for Engineering Design Services in the Amount of \$178,687 for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project, and Authorizing the City Manager to Execute the Professional Services Agreement (Public Works Director Lee). [21-0228](#)
- ADOPT RESOLUTION NO. 21-0071**
- Attachments:** [Resolution No 21-0071](#)
[Agreement - KOA Corporation](#)
[Budget and Expenditures Summary](#)
12. Consideration of a Resolution Approving a Professional Services Agreement with Iteris, Inc. for Engineering Design Services in the Amount of \$89,775 for the Four Crosswalk Improvements Along Valley Drive and Ardmore Avenue Near Live Oak Park Project; Authorize the City Manager to Execute the Agreement (Public Works Director Lee). [21-0227](#)
- APPROVE RESOLUTION NO. 21-0072**
- Attachments:** [Resolution No. 21-0072](#)
[Agreement - Iteris, Inc.](#)
[Staff Report - February 4, 2020](#)
[Budget and Expenditures Summary](#)

I. ITEMS REMOVED FROM THE CONSENT CALENDAR

Each speaker may speak for up to 2 minutes on each item pulled from the agenda.

J. PUBLIC HEARINGS

At the discretion of the Mayor, each speaker may speak for up to 3 minutes on each public hearing item.

K. GENERAL BUSINESS

Each speaker may speak for up to 2 minutes on each general business item.

13. Outdoor Dining and Business Use in the Public Right-of-Way: [21-0246](#)
- a) Consideration of an Extension of the September 7, 2021 Expiration Date for Temporary Encroachment Permits Issued Under COVID-19 Emergency Orders;
 - b) Discussion of Fees Pertaining to Use of Public Right-of-Way for Street Dining and Business Use Authorized Under COVID-19 Emergency Orders;
 - c) Discussion of a Work Plan Item to Consider Possible Long-Term Use of the Public Right-of-Way for Outdoor Dining and Business Use (Community Development Director Tai).

DISCUSS AND PROVIDE DIRECTION

Attachments: [Outdoor Street Dining/Business Use Permit Fees and Cost List \(August 4, 2021\)](#)
[Gensler Manhattan Beach Outdoor Dining Study \(April 29, 2021\)](#)
[PowerPoint Presentation](#)

14. Consideration of Alternatives Related to Constructing a Temporary Fire Station as Part of the Fire Station No. 2 Replacement Project (Public Works Director Lee). [21-0241](#)

DISCUSS AND PROVIDE DIRECTION

Attachments: [Fire Station No. 2 Survey](#)
[Survey Results \(August 16, 2021 at Noon\)](#)
[PowerPoint Presentation](#)

15. Consideration of Request by Mayor Pro Tem Stern to Place a Peace Pole in the Public Right-of-Way in Recognition of the United Nations International Day of Peace (City Manager Moe). [21-0266](#)

DISCUSS AND PROVIDE DIRECTION

L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

In addition to providing reports of meetings and conferences attended by Councilmembers in connection with their official duties at City expense as required by AB 1234, Councilmembers requested at a previous City Council meeting that the following item(s) be placed on the agenda for discussion.

M. FUTURE AGENDA ITEMS

Councilmembers may request that items be placed on a future agenda with the concurrence of one other Councilmember.

N. CITY MANAGER REPORT

O. CITY ATTORNEY REPORT**P. INFORMATIONAL ITEMS**

This section is for items that do not require City Council action.

16. Agenda Forecast (City Clerk Tamura). [21-0234](#)
INFORMATION ITEM ONLY

17. Commission Minutes: [21-0262](#)
This Item Contains the Planning Commission Meeting Minutes of August 11, 2021 (Cancelled) (Community Development Director Tai).
INFORMATION ITEM ONLY

Attachments: [Planning Commission Meeting Minutes of August 11, 2021 \(Cancelled\)](#)

Q. CLOSED SESSION**R. ADJOURNMENT****S. FUTURE MEETINGS****CITY COUNCIL MEETINGS**

September 9, 2021 - Tuesday -- 6:00 PM - City Council Meeting (Reorganization) (Rescheduled)

September 21, 2021 - Tuesday -- 6:00 PM - City Council Meeting

October 5, 2021 - Tuesday -- 6:00 PM - City Council Meeting

October 19, 2021 - Tuesday -- 6:00 PM - City Council Meeting

November 2, 2021 - Tuesday -- 6:00 PM - City Council Meeting

November 16, 2021 - Tuesday -- 6:00 PM - City Council Meeting

December 7, 2021 - Tuesday -- 6:00 PM - City Council Meeting

December 21, 2021 - Tuesday -- 6:00 PM - City Council Meeting

BOARDS, COMMISSIONS AND COMMITTEE MEETINGS

August 25, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
August 26, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission
September 8, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
September 13, 2021 - Monday - 5:00 PM - Library Commission Meeting
September 20, 2021 - Monday - 5:00 PM - Cultural Arts Commission Meeting
September 22, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
September 23, 2021 - Thursday - 6:00 PM - Parking and Public Improvements Commission
September 27, 2021 - Monday - 4:00 PM - Parks and Recreation Commission Meeting
October 11, 2021 - Monday - 5:00 PM - Library Commission Meeting
October 13, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
October 18, 2021 - Monday - 5:00 PM - Cultural Arts Commission Meeting
October 25, 2021 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
October 27, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
October 28, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission
November 8, 2021 - Monday - 5:00 PM - Library Commission Meeting
November 10, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
November 15, 2021 - Monday - 5:00 PM - Cultural Arts Commission Meeting
November 22, 2021 - Monday - 6:00 PM - Parks and Recreation Commission Meeting
November 24, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
November 25, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission (Rescheduled to December 2, 2021 Due to Thanksgiving Holiday)
December 2, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission (Rescheduled from November 25, 2021 and December 23, 2021)
December 8, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
December 13, 2021 - Monday - 5:00 PM - Library Commission Meeting
December 20, 2021 - Monday - 5:00 PM - Cultural Arts Commission Meeting
December 22, 2021 - Wednesday - 3:00 PM - Planning Commission Meeting
December 23, 2021 - Thursday - 4:00 PM - Parking and Public Improvements Commission (Rescheduled to December 2, 2021 Due to Christmas Holiday)
December 27, 2021 - Monday - 6:00 PM - Parks and Recreation Commission Meeting

T. CITY OFFICES CLOSED**CITY HOLIDAYS:**

September 6, 2021 - Monday - Labor Day
October 11, 2021 - Monday - Columbus Day
November 11, 2021 - Thursday - Veterans Day
November 25-26, 2021 - Thursday & Friday - Thanksgiving Holiday
December 24, 2021 - Friday - Christmas Day Observed (Saturday, December 25, 2021)
December 31, 2021 - Friday - New Years Day Observed (Saturday, January 1, 2022)
January 17, 2022 - Monday - Martin Luther King Day
February 21, 2022 - Monday - Presidents Day
May 30, 2022 - Monday - Memorial Day
July 4, 2022 - Monday - Independence Day



CITY OF MANHATTAN BEACH
1400 Highland Avenue Manhattan Beach, CA 90266
www.citymb.info • (310) 802-5000

STAFF REPORT

Agenda Date: 8/24/2021

TO:

Members of the City Council

FROM:

Mayor Hadley

SUBJECT:

Presentation of a Certificate of Recognition to Hunter Williams, CEO of Brushed and Finalist at the Young Entrepreneurs Academy 13th Annual Saunders Scholars National Competition.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
Hunter Williams
CEO of Brushed
and
Finalist at the Young Entrepreneurs Academy
13th Annual Saunders Scholars National Competition**

Certificate of Recognition

The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize

Hunter Williams

CEO of Brushed

and

Finalist at the Young Entrepreneurs Academy
13th Annual Saunders Scholars National Competition

Dated this 24th Day of August, 2021

MAYOR SUZANNE HADLEY



Agenda Date: 8/24/2021

TO:

Members of the City Council

FROM:

Mayor Hadley

SUBJECT:

Presentation of Certificates of Recognition to the Following Mira Costa High School Sports Teams for Winning Several Championships in the 2020-2021 School Year: Girls Beach Volleyball - Interscholastic Beach Volleyball League (IBVL) Championship and State Championship; Boys Soccer - CIF Division 1 Southern Section Championship and Southern California Regional Championship; and Boys Volleyball - CIF Division 1 Southern Section Championship and Southern California Regional Championship.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize**

**Mira Costa High School
Girls Beach Volleyball
on their
IBVL Championship (8th Year in a Row) and
State Championship (4th Year in a Row)**

**Mira Costa High School
Boys Soccer
on their
CIF Division 1 Southern Section Championship and
Southern California Regional Championship**

**Mira Costa High School
Boys Volleyball
on their**

**CIF Division 1 Southern Section Championship and
Southern California Regional Championship**

Certificate of Recognition

The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize

Mira Costa High School Girls Beach Volleyball

on their

IBVL Championship (8th Year in a Row) and
State Championship (4th Year in a Row)

Dated this 24th Day of August, 2021

MAYOR SUZANNE HADLEY

Certificate of Recognition

The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize

Mira Costa High School *Boys Soccer*

on their

CIF Division 1 Southern Section Championship and
Southern California Regional Championship

Dated this 24th Day of August, 2021

MAYOR SUZANNE HADLEY

Certificate of Recognition

The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize

Mira Costa High School *Boys Volleyball*

on their

CIF Division 1 Southern Section Championship and
Southern California Regional Championship

Dated this 24th Day of August, 2021

MAYOR SUZANNE HADLEY



Agenda Date: 8/24/2021

TO:

Members of the City Council

FROM:

Mayor Hadley

SUBJECT:

Presentation of Certificates of Recognition to the Members of MB CERT for Being Awarded "Volunteer of the Year" by the LA County Board of Supervisors.

PRESENT

**The City Council of the City of Manhattan Beach
Does Hereby Proudly Recognize
The Following MB CERT Members for
Being Awarded "Volunteer of the Year" by the
LA County Board of Supervisors**

**Nellie Ambrose
Jennifer Ashworth
Mindy Balgrosky
John Braitman
Frank Chiella
Jane Cruz
Donna Duffy
Gabe Greenberg
Cameron Hull
Kristy Jones
Eric Jonsson
Adam Kreutner
Debra McGuire
Cynthia Mickschl
Scott Ninegar
Joe O'Donnell
Joel Oiknine
Wendy Phillips**

**Julie Profet
Roark Sandberg
Patricia Schilling
Michael Smith
Roberta Stephens
Danielle Sung
Vesta Sung
Dennis Takahashi
Gaye Williams**

Certificate of Recognition

The City Council of the City of Manhattan Beach
Does Hereby Recognize

Nellie Ambrose

of

Manhattan Beach CERT

For Being Awarded “Volunteer of the Year”
by the LA County Board of Supervisors

Dated this 24th Day of August, 2021

MAYOR SUZANNE HADLEY



CITY OF MANHATTAN BEACH CITY HALL

1400 Highland Avenue, Manhattan Beach, CA 90266

WEBSITE: www.citymb.info • **PHONE:** (310) 802-5000

AGENDA ITEM NO. 4

Housing Element Introduction (Community Development Director Tai).

ATTACHMENT NAME: PowerPoint Presentation

LINK: <https://www.manhattanbeach.gov/home/showdocument?id=47657&t=637648888375893339>

DUDEK



Manhattan Beach Housing Element Update

PRESENTED BY THE COMMUNITY DEVELOPMENT DEPARTMENT

AUGUST 24, 2021

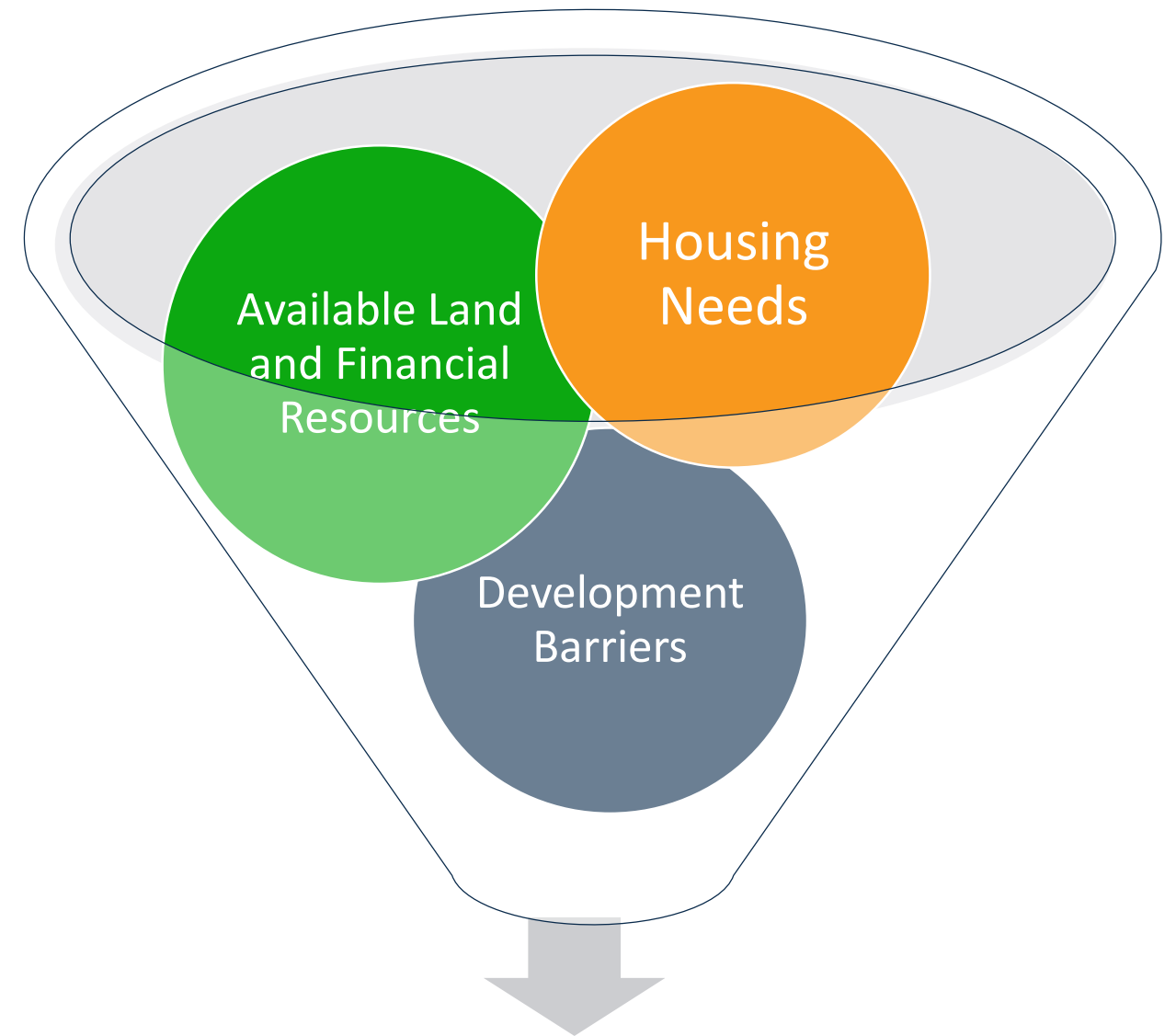
What is a Housing Element?

A set of goals, policies, and actions that address the housing needs of all current and anticipated residents at all income levels over eight-years (2021-2029)



What is the purpose of the Housing Element?

- Identify barriers to housing production
- Identify housing needs
- Identify programs and actions to meet the needs
- Identify sites available for housing
- Facilitate housing production on sites identified



Housing Action Plan

What does the data show?



Changing Population

- Changing Needs
- Older adults



Affordability

- Housing Overpayment
- Median Sale Price

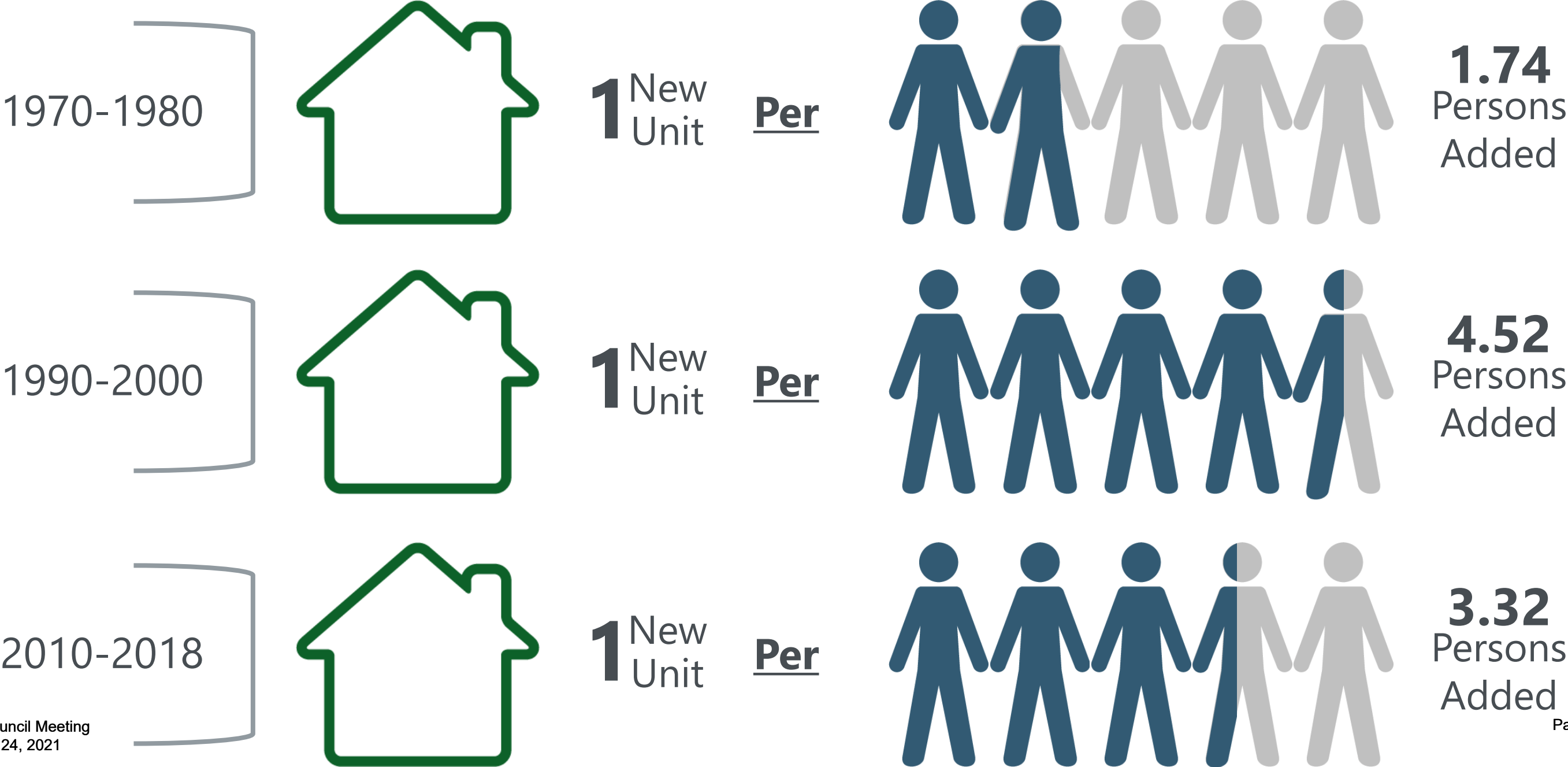


Housing Options

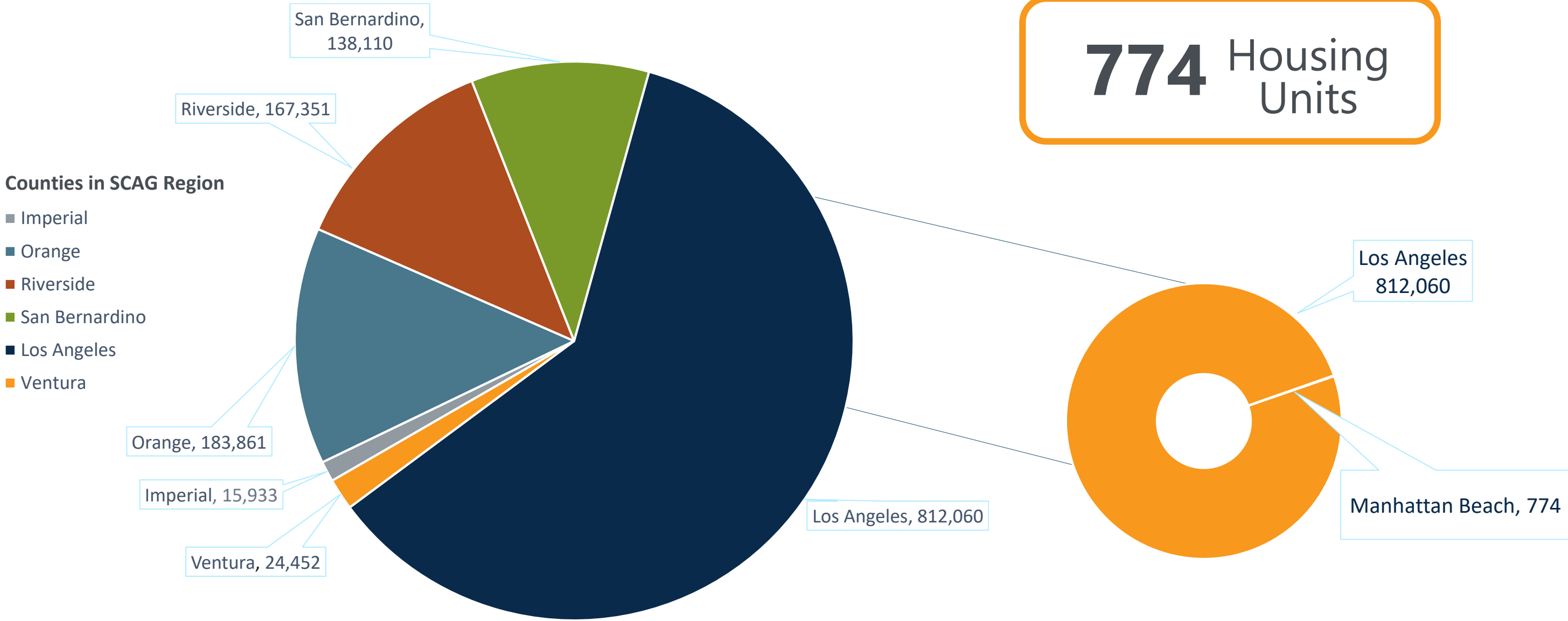
- Housing Supply



What does the data show?



How many housing units does Manhattan Beach have to plan for?

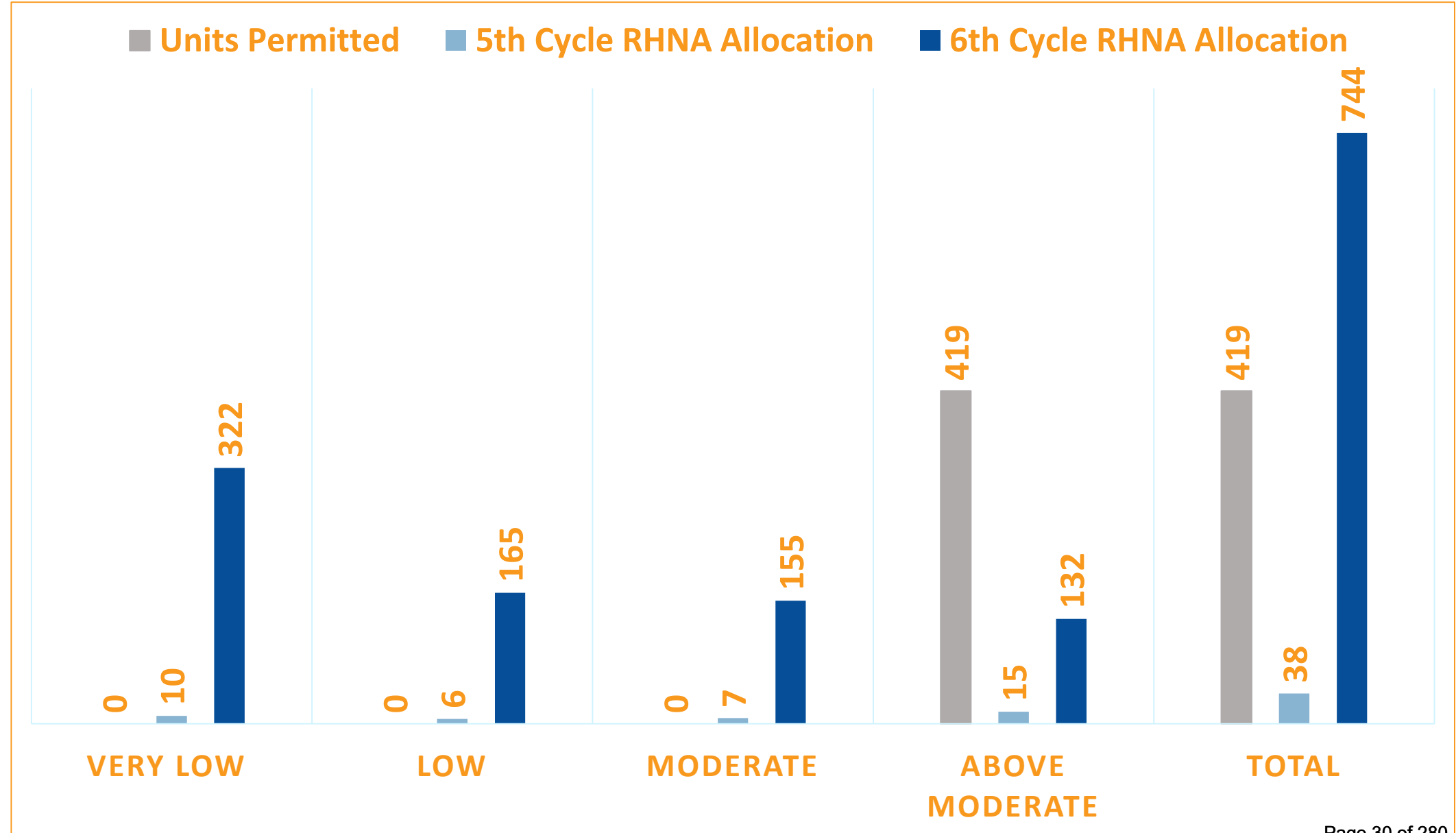


5th Cycle RHNA Progress

Data Reported 2014-2020

**5th Cycle
Average
Units
Permitted
Per Year = 60**

**6th Cycle
Average Units
Permitted Per
Year Needed
= 90**



Housing Element Components

Housing Needs Assessment

Fair Housing Analysis

Development Constraints and Barriers

Sites Analysis and Inventory

Goals, Policies, and Programs

Barriers to Development

Governmental



- Land Use Controls
- Development Standards
- Permitting Procedures
- Site Improvements

Market



- Land Costs
- Availability of Vacant Land
- Labor & Construction Costs
- Availability of Financing

Environmental & Infrastructure



- Geological Hazards
- Flood & Fire Hazards
- Water Supply and Service
- Sewer Service

Pathways to Development

Tools in the Toolbox



Regulations

Incentives

Design Standards

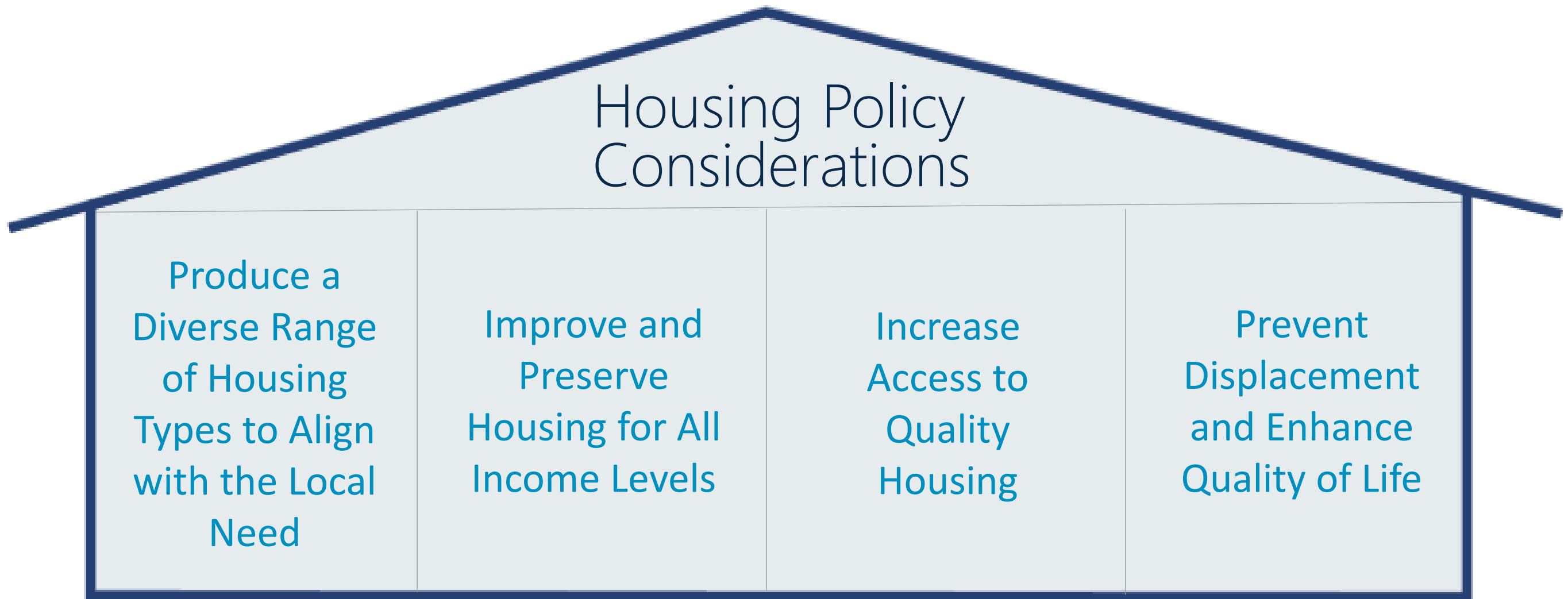
Parking

Bonuses

Streamlining

Regulatory Relief

Policy Framework



Timeline

Task	Date
Project Kick-Off	July 29, 2021
Prepare Housing Element Draft	August 2 – September 10, 2021
Stakeholder Engagement	August 31, 2021
City Council Study Session	September 21, 2021
Planning Commission Study Session #1	September 22, 2021
Optional Study Session #2	October 2021
Submit Draft to HCD	October 1, 2021
Public Review Period	October 11 – November 25, 2021
Public Hearings (PC and CC)	January – February
Adoption Deadline	February 12, 2022



Thank you!

Additional questions
or comments?

Contact us at:
heupdate2021@manhattanbeach.gov



CITY OF MANHATTAN BEACH CITY HALL

1400 Highland Avenue, Manhattan Beach, CA 90266

WEBSITE: www.citymb.info • **PHONE:** (310) 802-5000

AGENDA ITEM NO. 5

City Manager Report on EOC (Emergency Operations Center) and Update on COVID-19 Response.



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Liza Tamura, City Clerk

Patricia Matson, Deputy City Clerk

SUBJECT:

City Council Minutes:

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting Minutes of August 3, 2021
- b) City Council Regular Meeting Minutes of August 3, 2021
(City Clerk Tamura).

APPROVE

RECOMMENDATION:

The attached minutes are for City Council approval:

Attachment(s):

- 1. City Council Adjourned Regular Meeting Minutes of August 3, 2021
- 2. City Council Regular Meeting Minutes of August 3, 2021

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, August 3, 2021

4:00 PM

Zoom Meeting

City Council Adjourned Regular Meeting

ELECTED OFFICIALS

Mayor Suzanne Hadley

Mayor Pro Tem Hildy Stern

Councilmember Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

PLEASE NOTE THAT THE CITY ARCHIVES THE VIDEO RECORDINGS OF ALL REGULAR CITY COUNCIL MEETINGS AND THE VIDEO FOR THIS MEETING IS HEREBY INCORPORATED BY THIS REFERENCE. ALSO IN SUPPORT OF MORE TRANSPARENCY AND THE AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE, THE CITY OFFERS CLOSED CAPTIONING FOR REGULAR CITY COUNCIL MEETINGS. FOR A COMPLETE RECORD OF THIS CITY COUNCIL MEETING, GO TO:

www.citymb.info/departments/city-clerk/city-council-meetings-agendas-and-minutes

A. CALL MEETING TO ORDER

Mayor Hadley called the meeting to order.

B. PLEDGE TO THE FLAG

Mayor Hadley led the Pledge of Allegiance.

C. ROLL CALL

Present 5 - Mayor Hadley, Mayor Pro Tem Stern, Councilmember Napolitano, Councilmember Montgomery and Councilmember Franklin

D. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

E. CLOSED SESSION

City Attorney Quinn Barrow announced the following closed session:

I. ANNOUNCEMENT IN OPEN SESSION OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

**CONFERENCE WITH LABOR NEGOTIATORS
(Government Code Section 54957.6)**

Agency Negotiators:

Bruce Moe, City Manager

Lisa Jenkins, Human Resources Director

Employee Groups:

Manhattan Beach Firefighters' Association

Manhattan Beach Fire Management Association

Manhattan Beach Police Officers Association

Manhattan Beach Police Management Association

Manhattan Beach Mid-Management Employee Association

Manhattan Beach Part-Time Employees' Association

Unrepresented (Executive, Management and Confidential)

Teamsters Local 911

II. RECESS INTO CLOSED SESSION

At 4:04 PM, Mayor Hadley announced that the City Council would recess into Closed Session.

III. RECONVENE INTO OPEN SESSION

At 6:03 PM, the City Council reconvened into Open Session with all Councilmembers present.

IV. CLOSED SESSION ANNOUNCEMENT IN OPEN SESSION

City Attorney Barrow announced that pursuant to Government Code Section 54957.6 the City Council went into closed session to have a conference with its labor negotiators and that by a 5-0 vote the Council gave direction to its labor negotiators. In addition, by a 4-1 vote, with Mayor Hadley voting no, the Council directed its labor negotiators to provide an opportunity to its employee groups to bargain the effects of the following decisions prior to implementation to (1) require mandatory weekly testing for all employees who have not been vaccinated for COVID-19 and (2) track vaccinations.

F. ADJOURNMENT

At 6:04 PM, Mayor Hadley adjourned the meeting.

Patricia Matson
Recording Secretary

Suzanne Hadley
Mayor

ATTEST:

Liza Tamura
City Clerk

City of Manhattan Beach

1400 Highland Avenue
Manhattan Beach, CA 90266



Meeting Minutes - Draft

Tuesday, August 3, 2021

6:00 PM

Regular Meeting

Zoom Meeting

City Council Regular Meeting

ELECTED OFFICIALS

Mayor Suzanne Hadley

Mayor Pro Tem Hildy Stern

Councilmember Steve Napolitano

Councilmember Richard Montgomery

Councilmember Joe Franklin

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A. CALL MEETING TO ORDER

Mayor Hadley called the meeting to order.

B. PLEDGE TO THE FLAG

Mayor Hadley led the Pledge of Allegiance.

C. ROLL CALL

Present: 5 - Mayor Hadley, Mayor Pro Tem Stern, Councilmember Napolitano, Councilmember Montgomery and Councilmember Franklin

D. CEREMONIAL CALENDAR

1. Presentation of Certificates of Recognition to Jill Lamkin, Executive Director of the Downtown Business and Professional Association, and Kelly Stroman, CEO of the Manhattan Beach Chamber of Commerce, for Their Support of Local Businesses During the COVID-19 Pandemic. [21-0240](#)
PRESENT

Mayor Hadley, on behalf of the City Council, presented Certificates of Recognition to Jill Lamkin, Executive Director of the Downtown Business and Professional Association, and Kelly Stroman, CEO of the Manhattan Beach Chamber of Commerce, for their support of local businesses during the COVID-19 pandemic.

E. APPROVAL OF AGENDA AND WAIVER OF FULL READING OF ORDINANCES

City Manager Bruce Moe announced that Agenda Item Nos. 11 and 12 were postponed to a date to be determined and that an e-notification went out earlier in the day regarding their continuance.

A motion was made by Councilmember Montgomery, seconded by Councilmember Franklin, to approve the agenda with the continuances of Agenda Item Nos. 11 and 12 and waive full reading of ordinances. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

F. PUBLIC COMMENTS (3 MINUTES PER PERSON)

Mayor Hadley commended the following four Olympians from Manhattan Beach: Diana Taurasi for basketball, Kelsey Robinson for indoor volleyball, Izzy Connor for rhythmic gymnastics, and Alix Klineman for beach volleyball.

Mayor Hadley announced that tonight is National Night Out at 7:00 PM. If residents would like to show support, they can turn on their porch lights from 7:00 PM – 9:00 PM.

Sharon Shapiro-Fox of Waste Management reminded the public to set up their billing accounts with Waste Management if they have not done so already. In addition, she announced a free paper shredding event on August 7th and 8th from 9:00 AM-12:00 PM in the Mira Costa High School parking lot. The event is first come first served, is drive-thru only, and there is a limit of three standard bankers sized boxes.

Sharon Shapiro-Fox responded to City Council questions.

2. Presentation on Manhattan Village Mall Update.

City Manager Bruce Moe introduced Don Ziss of the Manhattan Village Mall who provided an update on the progress of the shopping center and its construction.

Mayor Hadley thanked Mr. Ziss as well as Councilmember Montgomery and Councilmember Franklin for their work on the Manhattan Village Mall Subcommittee.

Mayor Hadley announced Assemblymember Al Muratsuchi's South Bay Family Bike Ride on Sunday, August 22, 2021 at 9:30 AM. Call 310-375-0691 for more information.

Mayor Hadley opened the floor to further public comments.

Management Services Senior Deputy City Clerk, Martha Alvarez, confirmed that the following public comments were received by the City for the August 3, 2021 Regular City Council meeting:

Agenda Item No. 8

1 email

Agenda Item No. 10

1 email

Agenda Item No. 11

5 emails

Agenda Item No. 12

6 emails

Other Items Not on the Agenda

2 emails

Mayor Hadley opened the floor to public comments. The following individual(s) spoke:

Josh Murray

Susan Bales

Peter Kim

Felicia Villarreal

Mayor Hadley congratulated Felicia Villarreal on her new position as the Executive Coordinator for the North Manhattan Beach Business Improvement District.

Seeing no further requests to speak, Mayor Hadley closed the floor to public comments.

Mayor Hadley thanked her Council colleagues for the work they have done to help support the business community while serving as the City Council representatives for local organizations and committees.

G. COVID-19

3. City Manager Report on EOC (Emergency Operations Center) and Update on COVID-19 Response.

City Manager Bruce Moe reported on the EOC (Emergency Operations Center) and responded to City Council questions.

Mayor Hadley provided that the best way for individuals to protect themselves against COVID-19 is to get vaccinated.

H. CONSENT CALENDAR (APPROVE)

Councilmember Franklin requested to remove from the Consent Calendar, for individual consideration, Agenda Item No. 6 - Consideration of a Resolution Declaring Intention to Provide for Annual Levy and Collection of Assessments for the Downtown Business Improvement District and Setting a Public Hearing for September 9, 2021.

A motion was made by Councilmember Montgomery, seconded by Mayor Pro Tem Stern, to approve the Consent Calendar with the exception of Agenda Item No. 6, which was individually considered under Section I - Items Removed from the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

4. City Council Minutes:

[21-0123](#)

This Item Contains Minutes of the Following City Council Meeting(s):

- a) City Council Adjourned Regular Meeting Minutes of July 20, 2021
 - b) City Council Regular Meeting Minutes of July 20, 2021
- (City Clerk Tamura).

APPROVE

The recommendation for this item was approved on the Consent Calendar.

5. Financial Reports:

[21-0156](#)

- a) Schedule of Demands July 8, 2021, and July 15, 2021
 - b) Investment Portfolio for the Month Ending June 30, 2021
 - c) Preliminary Month End Report for June 30, 2021
- (Finance Director Charelian).

ACCEPT REPORTS AND DEMANDS

The recommendation for this item was approved on the Consent Calendar.

6. Consideration of a Resolution Declaring Intention to Provide for Annual Levy and Collection of Assessments for the Downtown Business Improvement District and Setting a Public Hearing for September 9, 2021 (Finance Director Charelian) [21-0052](#)
- a) **ADOPT RESOLUTION NO. 21-0059**
- b) **SCHEDULE PUBLIC HEARING DATE TO CONSIDER ASSESSMENTS ON SEPTEMBER 9, 2021**

This item was removed from the Consent Calendar and heard under Section I - Items Removed from the Consent Calendar.

7. Consideration of a Resolution Designating the Official Representative and Alternate Representative to the South Bay Regional Public Communications Authority's Executive Committee (Public Works Director Lee) [21-0216](#)
- ADOPT RESOLUTION NO. 21-0068**

The recommendation for this item was approved on the Consent Calendar.

I. ITEMS REMOVED FROM THE CONSENT CALENDAR

6. Consideration of a Resolution Declaring Intention to Provide for Annual Levy and Collection of Assessments for the Downtown Business Improvement District and Setting a Public Hearing for September 9, 2021 (Finance Director Charelian) [21-0052](#)
- a) **ADOPT RESOLUTION NO. 21-0059**
- b) **SCHEDULE PUBLIC HEARING DATE TO CONSIDER ASSESSMENTS ON SEPTEMBER 9, 2021**

City Attorney Quinn Barrow responded to City Council questions.

Councilmember Franklin provided that he pulled the item to receive more information about the funds collected for the use of public right of way in Downtown as mentioned in the BID Advisory Board Meeting Minutes on page. 84 of the City Council agenda packet.

Finance Director Steve Charelian provided information on the item and responded to City Council questions.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

A motion was made by Councilmember Montgomery, seconded by Councilmember Franklin, to adopt Resolution No. 21-0059 declaring its intention to provide for annual levy and collection of assessments for the Downtown Business Improvement District, pursuant to California Streets and Highways Code Section 36500, and setting a time and place for a public hearing on September 9, 2021. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

J. PUBLIC HEARINGS

None.

K. GENERAL BUSINESS

8. Acceptance of American Rescue Plan Act (ARPA) Funds (Finance Director Charelian).

[21-0208](#)

DISCUSS AND PROVIDE DIRECTION

Finance Director Steve Charelian provided the PowerPoint presentation.

City Manager Bruce Moe clarified the direction that staff would need from the City Council.

Finance Director Charelian responded to City Council questions.

Mayor Hadley opened the floor to public comments. The following individual(s) spoke:

Susan Bales

Seeing no further requests to speak, Mayor Hadley closed the floor to public comments.

Finance Director Charelian and City Manager Moe responded to City Council questions.

The City Council provided direction to accept the recommendation of the Finance Subcommittee and Staff to accept the \$8,416,521 of American Rescue Plan Act (ARPA) Funds under the "revenue loss" category and apply the funds to government services, with the first half applied to the period of March 3, 2021 through June 30, 2021 and the second half of the distribution to be applied to Fiscal Year 2021-2022.

Finance Director Charelian and City Manager Moe responded to City Council questions.

Councilmember Montgomery clarified that the action regarding this item was to accept the ARPA Funds and that Agenda Item No. 9 would include discussion of the potential financing of Fire Station No. 2.

9. Consideration of the Following for Fire Station No. 2 Project: [21-0220](#)
- A. A Resolution Awarding an Agreement to Monet Construction, Inc. for \$7,445,000 for Construction of the Fire Station No. 2 Replacement Project (Project); Approving the Plans and Specifications for the Project; Authorizing the City Manager to Approve Additional Work if Necessary, for up to \$744,500; and Authorizing the City Manager to Decline the Additive Bid Items Related to Establishing a Temporary Fire Station if Necessary;
 - B. A Resolution Awarding an Agreement to Griffin Structures, Inc. for \$848,550 for Inspection and Construction Management on the Project;
 - C. A Resolution Awarding an Agreement to Leighton Consulting, Inc. for \$51,000 for Geotechnical/Material Testing and Special Inspection Services on the Project;
 - D. A Resolution Authorizing the City Manager to Enter Into Agreements with Westnet Inc., for up to \$147,000, for Installing Alerting Systems on the Project; and
 - E. Authorizing the City Manager to Purchase Miscellaneous Furniture, Fixtures and Equipment up to \$100,000 for Construction of the Fire Station No. 2 Replacement Project; and
 - F. Transfer funds from the General Fund to the CIP Fund and Appropriate to the Fire Station No. 2 Construction Project in the Same Amount that City Council Dedicates to the Project and Reduce Debt Issuance, if Applicable (Public Works Director Lee).
- a) **ADOPT RESOLUTION NOS. 21-0064, 21-0065, 21-0066 AND 21-0067**
 - b) **AUTHORIZE**
 - c) **APPROPRIATE FUNDS**

Public Works Director Erick Lee introduced the item.

Public Works Senior Civil Engineer Mo Estepa provided the PowerPoint presentation.

Fire Chief Michael Lang, Public Works Director Lee, City Manager Bruce Moe, and Senior Civil Engineer Estepa responded to City Council questions.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

Finance Director Charelian, Public Works Director Lee, and Senior Civil Engineer Estepa responded to City Council questions.

Councilmember Montgomery began to provide a motion that encompassed multiple aspects of the staff recommendations.

City Attorney Quinn Barrow provided insight on how to simplify the motion for the record.

Finance Director Charelian provided clarification regarding the use of funds.

City Attorney Quinn Barrow, Finance Director Steve Charelian, and KNN Public Finance Municipal Advisor Mark Young responded to City Council questions.

A motion was made by Councilmember Montgomery, seconded by Mayor Hadley, to allocate \$2 million of the American Rescue Plan Act (ARPA) Funds to prepay into Fire Station No. 2. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

A motion was made by Councilmember Napolitano, seconded by Councilmember Montgomery, to adopt:

Resolution No. 21-0064 awarding a construction contract to Monet Construction, Inc. for the Fire Station No. 2 Replacement Project; approving the plans and specifications; and authorizing the City Manager to approve additional work, if necessary;

Resolution No. 21-0065 approving an agreement with Griffin Structures, Inc. for inspection and construction management services for the Fire Station No. 2 Replacement Project;

Resolution No. 21-0066 approving an agreement with Leighton Consulting, Inc. for geotechnical/materials testing and special inspection services for the Fire Station No. 2 Replacement Project;

Resolution No. 21-0067 authorizing the City Manager to enter into agreements with Westnet, Inc. for up to \$147,000, for installing alerting systems for the Fire Station No. 2 Replacement Project;

and to authorize and appropriate funds as provided in the staff report. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

Public Works Director Lee inquired if the motion included Item E of the staff report which would authorize the City Manager to purchase miscellaneous furniture, fixtures and equipment up to \$100,000 for the construction of the Fire Station No. 2 Replacement Project.

City Attorney Barrow confirmed that the motion included Item E, but to provide clarification, the motion should be amended to include Item E.

An amended motion was made by Councilmember Napolitano, seconded by Councilmember Montgomery, to include Item E of the staff report which would authorize the City Manager to purchase miscellaneous furniture, fixtures and equipment up to \$100,000 for the construction of the Fire Station No. 2 Replacement Project. The motion carried by the following vote:

Aye: 5 - Hadley, Stern, Napolitano, Montgomery and Franklin

At 8:33 PM, the City Council recessed and reconvened at 8:46 PM with all Councilmembers present.

Councilmember Montgomery thanked former Mayor Nick Tell and Finance Director Steve Charelian for their guidance regarding the use of ARPA funding. Mayor Hadley concurred.

- 10. Consideration of Subcommittee Recommendations to the City Banner Policy and Introducing an Ordinance Amending Manhattan Beach Municipal Code Chapter 9.60 - Banners in the Public Right-of-Way (Parks and Recreation Director Leyman). [21-0212](#)
INTRODUCE ORDINANCE NO. 21-0007

Parks and Recreation Director Leyman introduced Parks and Recreation Management Analyst Linda Robb who provided the PowerPoint presentation.

Mayor Hadley opened the floor to public comments.

Seeing no requests to speak, Mayor Hadley closed the floor to public comments.

Management Analyst Robb responded to City Council questions.

A motion was made by Mayor Hadley, seconded by Councilmember Montgomery, to introduce Ordinance No. 21-0007.

**City Attorney Quinn Barrow read the title of Ordinance No. 21-0007:
AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING MANHATTAN BEACH MUNICIPAL CODE CHAPTER 9.60 REGULATING BANNERS IN THE PUBLIC RIGHT-OF-WAY**

The motion carried by the following vote:

Aye: 4 - Hadley, Stern, Montgomery and Franklin

Nay: 1 - Napolitano

City Attorney Barrow stated that the ordinance would return at the next meeting for a second reading. He further stated that the additional recommendation by staff was to consider the three subcommittee recommendations. If there was a motion regarding them, they would be included in the policy that would return for City Council consideration at the next meeting.

A motion was made by Mayor Hadley, seconded by Councilmember Montgomery to accept and include the three subcommittee recommendations in the policy that will return for consideration at the next City Council meeting. These recommendations included updating the definition of terms, street banner guidelines, and to discontinue allowing banners for events that are not free and open to the public. The motion carried by the following vote:

Aye: 4 - Hadley, Stern, Montgomery and Franklin

Nay: 1 - Napolitano

City Attorney Barrow stated that the policy and second reading of the ordinance would return at the next City Council meeting of August 24, 2021.

11. Discuss and Provide Direction on Potential Additional Water Runoff Reduction Measures in the City for New Commercial and Residential Construction (Community Development Director Tai). [21-0108](#)
DISCUSS AND PROVIDE DIRECTION

This agenda item was continued to a future City Council meeting.

12. Discuss and Provide Direction on Potential Regulatory Actions that Increase Energy Efficiency of Buildings (Community Development Director Tai). [21-0016](#)
DISCUSS AND PROVIDE DIRECTION

This agenda item was continued to a future City Council meeting.

L. CITY COUNCIL REQUESTS AND REPORTS INCLUDING AB 1234 REPORTS

None.

M. FUTURE AGENDA ITEMS

Mayor Hadley requested that the City Council pursue a full-time housing navigator for the City and obtaining 2 shelter beds at the regional service center to have on reserve.

City Attorney Quinn Barrow clarified the request, confirmed that Councilmember Montgomery seconded the request, and provided that the discussion of those two items would appear on a future agenda.

N. CITY MANAGER REPORT

City Manager Bruce Moe introduced Assistant to the City Manager George Gabriel who provided an update on the homeless court and prosecution of state law misdemeanors that are currently being evaluated by the City Council.

Assistant to the City Manager Gabriel responded to City Council questions.

O. CITY ATTORNEY REPORT

None.

P. INFORMATIONAL ITEMS

13. Agenda Forecast (City Clerk Tamura). [21-0235](#)
INFORMATION ITEM ONLY

This item was received and filed by order of the Chair.

14. Commission Minutes: [21-0236](#)
This Item Contains Minutes of the following City Commission and Subcommittee Meetings:
a) Parking and Public Improvements Commission Meeting Minutes of April 22, 2021 (Community Development Director Tai)
b) Cultural Arts Commission Meeting Minutes of May 17, 2021 (Parks and Recreation Director Leyman)
c) Planning Commission Meeting Minutes of June 9, 2021 (Community Development Director Tai)
d) Cultural Arts Commission Meeting Minutes of June 21, 2021 (Parks and Recreation Director Leyman)
e) Parks and Recreation Commission Meeting Minutes of June 28, 2021 (Parks and Recreation Director Leyman)
f) Finance Subcommittee Action Meeting Minutes of July 16, 2021 (Finance Director Charelian).
INFORMATION ITEM ONLY

This item was received and filed by order of the Chair.

- 15. Recent Planning Commission Quasi-Judicial Decisions: [21-0237](#)
 Proposed Use Permit and Tentative Parcel Map for a new 79,772 square-foot assisted living facility at 250-400 N. Sepulveda Boulevard; and certification of the Final Environmental Impact Report, prepared in accordance with the California Environmental Quality Act (CEQA). (Sunrise Development, Inc.) (Community Development Director Tai).
INFORMATION ITEM ONLY

Councilmember Napolitano stated that he would like to bring this item back for City Council review due to the size of the project and the change of use at the location.

Community Development Director Carrie Tai and City Attorney Quinn Barrow responded to City Council questions.

City Attorney Barrow stated that two Councilmembers are needed to call the decision up for review and that it could be done tonight or within 15 days of the Planning Commission's decision from July 28, 2021, which would be by close of business on August 12, 2021.

City Attorney Barrow responded to City Council questions.

Q. CLOSED SESSION

None.

R. ADJOURNMENT

At 9:35 PM, Mayor Hadley adjourned the meeting to the 4:00 PM Adjourned Regular Meeting on Tuesday, August 24, 2021.

Patricia Matson
Recording Secretary

Suzanne Hadley
Mayor

ATTEST:

Liza Tamura
City Clerk



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Steve S. Charelian, Finance Director
Julie Bondarchuk, Financial Controller
Libby Bretthauer, Financial Services Manager

SUBJECT:

Financial Reports:
Schedule of Demands for July 22, 2021, and July 29, 2021 (Finance Director Charelian).

ACCEPT REPORT AND DEMANDS

RECOMMENDATION:

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

FISCAL IMPLICATIONS:

The financial reports included herein are 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 register for July 22, 2021, and July 29, 2021 is \$5,751,561.65.

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 week, 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 July 22, 2021 and July 29, 2021

City of Manhattan Beach



Schedule of Demands
July 22, 2021, and July 29, 2021

CITY OF MANHATTAN BEACH
WARRANT REGISTER

WARRANT(S) AP072221 & AP072921
DATED: 7/22/2021 & 7/29/2021

I HEREBY CERTIFY THAT THE CLAIMS OR DEMANDS COVERED BY THE ABOVE WARRANT(S) IN THE AMOUNT OF \$5,751,561.65 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 24TH DAY OF AUGUST

REVIEWED, CERTIFIED AND APPROVED
BY CITY MANAGER BRUCE MOE

WARRANT REGISTER (S)	WARRANT(S)	AP072221	3,291,573.98
AP072221 & AP072921		AP072921	378,086.65
	PREPAID WIRES / MANUAL CKS	AP072221	413,863.34
		AP072921	612,057.63
	SUBTOTAL WARRANTS		4,695,581.60
	VOIDS		(15,186.38)
	PAYROLL	PE 07/16/2021	1,071,166.43
	TOTAL WARRANTS		5,751,561.65

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WIRES

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
9072121	7/21/2021	W	CMB RISK MGMT LIABILITY	MONTHLY DISBURSAL LIAB ACCOUNT	73,073.68
9072221	7/22/2021	W	CA PUBLIC EMPLOYEES' RETIRMENT SYSTEM	1959 SURVIVOR BILLING - FIRE S	1,612.00
907212021	7/21/2021	W	CMB RISK MGMT WORKERS COMP	MONTHLY DISBURSAL WCOMP ACCT	339,115.26
907222021	7/22/2021	W	CA PUBLIC EMPLOYEES' RETIRMENT SYSTEM	1959 SURVIVOR BILLING - FIRE S	62.40
SUB-TOTAL :					413,863.34

WARRANT #: AP072221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
546202	7/22/2021	P	ABBA TERMITE & PEST CONTROL	BEE REMOVAL & RELOCATION SERVI	585.00
546203	7/22/2021	P	ADLERHORST INTERNATIONAL LLC	FY 20-21 MONTHLY OFF-SITE K-9	350.00
546204	7/22/2021	P	ADMINSURE INC	GENERAL LIABILITY CLAIMS ADMIN	4,217.00
546205	7/22/2021	P	ADVANCED IMAGING STRATEGIES	5YR MULTIFUNCTION COPIERS & PR	9,789.86
546206	7/22/2021	P	ALLIANT INSURANCE SERVICES	DEADLY WEAPONS RESPONSE PROGRA	6,824.83
546207	7/22/2021	P	ARAKELIAN ENTERPRISES INC	STREET SWEEPING AND PRESSURE W	60,895.69
546208	7/22/2021	P	AT&T MOBILITY	CELLULAR CHARGES	10,118.49
546209	7/22/2021	P	BRYAN CAVE LEIGHTON PAISNERLLP	TMA MANHATTAN BEACH AND DESIGN	937.50
546210	7/22/2021	P	BRYAN K MATIC	TREE IRRIGATION	4,500.00
546211	7/22/2021	P	BUTIER ENGINEERING INC	PECK RESERVOIR REPLACEMENT PRO	183,772.40
546212	7/22/2021	P	CCS LOS ANGELES JANITORIAL INC	JANITORIAL CONTRACT SERVICES -	1,829.98
546213	7/22/2021	P	CLINICAL LAB OF SAN BERNARDINO	WATER QUALITY TESTING	601.00
546214	7/22/2021	P	CORODATA RECORDS MANAGEMENT	OFFICE RECORDS STORAGE SERVICE	564.70
546215	7/22/2021	P	CWE	DESIGN SERVICES - FEASIBILITY	11,460.50
546216	7/22/2021	P	DIV OF THE STATE ARCHITECT	AB 1379 / 2ND QTR 2021	587.60
546217	7/22/2021	P	DKS ASSOCIATES	MB ADVANCED TRAFFIC SIGNAL (MB	43,115.00
546218	7/22/2021	P	DOCULYNX OPERATIONS LLC	DOCUMENT SCANNING SERVICES FOR	7,024.55

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP072221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
546219	7/22/2021	P	DOCUSIGN INC	ANNUAL FEE - 05/05/21 - 05/04/	7,808.00
546220	7/22/2021	P	EMPLOYEE REFUND VENDOR	LIVESCAN FINGERPRINTING REIMBU	25.00
546221	7/22/2021	P	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	75.52
546222	7/22/2021	P	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	1,042.58
546223	7/22/2021	P	GEOSYNTEC CONSULTANTS INC	PROJECT MANAGEMENT BEACH CITIE	8,698.02
546224	7/22/2021	P	GLADWELL GOV SERVICES INC	ONBASE ADVICE ANNUAL SUBSCRIPT	500.00
546225	7/22/2021	P	HDR ENGINEERING INC	SEPULVEDA BRIDGE WIDENING PROJ	66,653.78
546226	7/22/2021	P	HINDERLITER DE LLAMAS & ASSOC	SALES TAX, ECONOMIC ANALYSIS &	9,473.01
546227	7/22/2021	P	HONEYCUTT CONSULTING GROUP LLC	CONSULTANT SVCS - ADVANCED MET	6,328.00
546228	7/22/2021	P	ICMA RETIREMENT TRUST - 401	DEFERRED COMP 109365: PAYMENT	1,200.49
546229	7/22/2021	P	ICMA RETIREMENT TRUST - 457	DEFERRED COMP 457 & LOAN PAYME	98,875.77
546230	7/22/2021	P	ICMA RETIREMENT TRUST 401	DEFERRED COMP 109766: PAYMENT	11,096.54
546231	7/22/2021	P	INFOSEND INC	ELECTRONIC BILL PRESENTMENT &	3,637.56
546232	7/22/2021	P	IPS GROUP INC	SINGLE-SPACE PARKING METER REP	508.22
546233	7/22/2021	P	ITERIS INC	MB CITYWIDE TRAFFIC SIGNAL IMP	1,647.08
546234	7/22/2021	P	IWATER INC	ANNUAL MAINTENANCE & SUPPORT O	41,100.00
546235	7/22/2021	P	JENNIFER KALLOK	EARNINGS WITHHOLDING	184.62
546236	7/22/2021	P	JOHN E WILSON	EMPLOYEE SAFETY TRAINING	2,500.00
546237	7/22/2021	P	JOHN L HUNTER AND ASSOC INC	CBR/FOG AND MS4 NPDES INSPECTI	24,573.89
546238	7/22/2021	P	K-9 SERVICES LLC	K-9 MAINTENANCE TRAINING	1,000.00
546239	7/22/2021	P	KEVORK ENTERPRISES INC	AUTO BODY REPAIRS	4,867.44
546240	7/22/2021	P	KOA CORPORATION	LOCAL ROADWAY SAFETY PLAN (LRS	9,392.25
546241	7/22/2021	P	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR EMPLOYMENT	5,738.00
546242	7/22/2021	P	M B POLICE MGMT ASSC	M B POLICE MGMT ASSC	525.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP072221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
546243	7/22/2021	P	M B POLICE OFFICERS ASSOCIA	DUES % (POLICE - %): PAYMENT	3,422.66
546244	7/22/2021	P	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	6,339.95
546245	7/22/2021	P	MBPOA RETIREE MEDICAL REIMBURSEMENT	MD TRUST (MED TRUST): PAYMENT	2,858.94
546246	7/22/2021	P	MCGOWAN CONSULTING LLC	BEACH CITIES WATERSHED MANAGEM	23,849.60
546247	7/22/2021	P	MELAD AND ASSOCIATES INC	BLDG PLAN CHECK & INSPECTIONS	3,075.00
546248	7/22/2021	P	MICHAEL BAKER INTERNATIONAL	AVIATION BLVD @ ARTESIA RIGHT	10,225.00
546249	7/22/2021	P	NANCY K BOHL INCORPORATED	FY 20-21 EMPLOYEE SERVICES FOR	1,500.00
546250	7/22/2021	P	NTH GENERATION COMPUTING INC	WASABI STORAGE SOLUTION 1 YEAR	7,757.41
546251	7/22/2021	P	PACIFIC ADVANCED CIVIL ENG	MULTIPLE PUMP STATIONS IMPROVE	15,000.00
546252	7/22/2021	P	PACIFIC HYDROTECH CORPORATION	8 MG PECK RESERVOIR REPLACEMEN	891,817.23
546253	7/22/2021	P	PRO FINISH PAINTING INC	PARKING STRUCTURE LOT 4 REPAIR	132,664.68
546254	7/22/2021	P	PUBLIC RISK INNOVATION SOLUTIONS AND	CYBER LIABILITY PROGRAM	586,235.00
546255	7/22/2021	P	QUANTUM QUALITY CONSULTING INC	STREET RESURFACING	5,687.50
546256	7/22/2021	P	REFUND VENDOR	REFUND ROW DEPOSIT - 3520 ELM	465.00
546257	7/22/2021	P	REFUND VENDOR	BL REFUND-OVERPAYMENT(BL-32186	2,261.27
546258	7/22/2021	P	RICHARDS WATSON & GERSHON	MB HOTEL PARTNERS (JUNE 2021)	18,594.52
546259	7/22/2021	P	ROBIN L VARGAS	EARNINGS WITHHOLDING	553.85
546260	7/22/2021	P	SBRPCA	FY 20-21 COMMUNICATIONS EQUIPM	25,898.72
546261	7/22/2021	P	SHAW HR CONSULTING INC	HUMAN RESOURCES CONSULTING	192.50
546262	7/22/2021	P	SIEMENS MOBILITY INC	STREET LIGHTS REPAIR MAINTENAN	12,339.72
546263	7/22/2021	P	SOUTHERN CALIFORNIA EDISON	MONTHLY ELECTRIC CHARGES	101.85
546264	7/22/2021	P	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	539.07
546265	7/22/2021	P	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	230.76
546266	7/22/2021	P	STATE DISBURSEMENT UNIT	EARNINGS WITHHOLDING	92.30

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP072221

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
546267	7/22/2021	P	STETSON ENGINEERS INC	2020 URBAN WATER MANAGEMENT PL	2,364.00
546268	7/22/2021	P	SULLY MILLER CONTRACTING CO	ASPHALT/EMULSION	182.88
546269	7/22/2021	P	SYMPRO INC	COMPUTER CONTRACT SERVICES	4,486.89
546270	7/22/2021	P	THE PITNEY BOWES BANK INC	POSTAGE METER	5,000.00
546271	7/22/2021	P	TILLMAN FORENSIC INVEST LLC	FINGERPRINT SERVICES JUNE 2021	225.00
546272	7/22/2021	P	TIME WARNER CABLE INC	CABLE SERVICES	304.68
546273	7/22/2021	P	TOTAL ADMINISTRATION SVCS CORP	MONTHLY FEE - JUNE 2021	1,459.76
546274	7/22/2021	P	TOTAL ADMINISTRATION SVCS CORP	CHILD125 (CHILD 125 PLAN); & M	8,291.67
546275	7/22/2021	P	U.S. BANK	P/T EMP RETIREMENT CONTRIB:	6,335.64
546276	7/22/2021	P	UNDERGROUND SERVICE ALERT OF SOUTHERN	UNDERGROUND SCHEMATIC NOTIFICA	323.26
546277	7/22/2021	P	UNIFIED FIELD SERVICES CORP	BLOCK 35 ELEVATED TANK PAINTIN	93,825.80
546278	7/22/2021	P	UNIFIRST CORPORATION	UNIFORM AND SAFETY MAT RENTAL	1,278.15
546279	7/22/2021	P	UNITED PARCEL SERVICE	DELIVERY SERVICE	66.00
546280	7/22/2021	P	US BANK NA	FUEL FOR CITY VEHICLES	1,278.36
546281	7/22/2021	P	VANTAGEPOINT TRANSFER AGENTS	RETMNT HLTH SAVINGS CONTRIB: P	1,605.13
546282	7/22/2021	P	VERIZON CALIFORNIA INC	FY 20-21 TIBURON SHERIFF DATA	957.62
546283	7/22/2021	P	VERIZON CALIFORNIA INC	16 LINES FOR ALPRS (5/24-6/23/	719.44
546284	7/22/2021	P	WALLACE & ASSOCIATES CONSULTING INC	CYCLE 2 SEWER INFRASTRUCTURE I	45,424.00
546285	7/22/2021	P	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	3,460.20
546286	7/22/2021	P	WEST BASIN MUNICIPAL WATER DIS	MONTHLY WATER PURCHASES	693,864.60
546287	7/22/2021	P	WEST COAST ARBORISTS INC	TREE MANAGEMENT SERVICES	2,035.00
546288	7/22/2021	P	WEST COAST TENNIS CAMPS INC	WCTA 2021 SUMMER 071221	11,758.50
SUB-TOTAL WARRANT AP072221:					3,291,573.98
TOTAL WARRANT(S):					3,705,437.32

CITY OF MANHATTAN BEACH

VOIDED CHECK LISTING



<u>CHECK #</u>	<u>DATE</u>	<u>VENDOR NAME</u>	<u>VOID AMOUNT</u>
545885	07/22/2021	SOUTH COAST EMERGENCY VEHICLE SERVICES	15,186.38
GRAND TOTAL VOIDS:			15,186.38

CITY OF MANHATTAN BEACH

DISBURSEMENT BY FUND

DATED 07/22/2021



Fund	Fund Description	Amount
100	General Fund	269,051.11
201	Street Lighting & Landscape Fu	5,938.42
205	Streets, Highways & Sidewalks	19,617.25
230	Prop. A Fund	136.33
231	Prop. C Fund	72,341.28
234	Measure M	43,115.00
401	Capital Improvement Fund	13,986.80
501	Water Fund	1,889,732.81
502	Stormwater Fund	140,962.43
503	Wastewater Fund	51,541.31
520	Parking Fund	149,432.94
521	County Parking Lots Fund	1,071.56
522	State Pier and Parking Lot Fun	5,710.50
601	Insurance Reserve Fund	1,011,965.77
605	Information Technology Fund	14,974.55
610	Fleet Management Fund	6,297.67
615	Building Maintenance & Operati	9,561.59
GRAND TOTAL:		3,705,437.32

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WIRES

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
907262021	7/26/2021	W	UNION BANK	F.I.T./ MEDICARE/ S.I..T.	331,531.29
907272021	7/27/2021	W	PUBLIC EMPLOYEES' RETIREMENT SYSTEM	CALPERS RETIREMENT CONTRIBUTIO	280,526.34
SUB-TOTAL :					612,057.63

WARRANT #: AP072921

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
546289	7/29/2021	P	ADMINISTRATIVE SERVICES COOP	JUNE 2021 SUPPLEMENTAL CAB SER	774.90
546290	7/29/2021	P	ADMINSURE INC	WC CLAIMS ADMINISTRATION	19,167.00
546291	7/29/2021	P	ADMINSURE INC	GENERAL LIABILITY CLAIMS ADMIN	2,500.00
546292	7/29/2021	P	ALL CITY MANAGEMENT SVCS	FY 20-21 SCHOOL CROSSING GUARD	16,963.88
546293	7/29/2021	P	ALLSTAR FIRE EQUIPMENT	FIRE SAFETY EQUIPMENT	450.07
546294	7/29/2021	P	AM-TEC TOTAL SECURITY INC	ON-CALL SECURITY ACCESS INSTAL	3,430.00
546295	7/29/2021	P	ANA RODRIGUEZ	FY 20-21 JUNE 2021 WELLNESS SE	1,312.50
546296	7/29/2021	P	ASPLUNDH CONSTRUCTION LLC	CONTRACT WITHHOLDING: 9202001	720.40
546297	7/29/2021	P	AT&T	T1 LINE TO RCC (JULY 7-AUG 6,	342.02
546298	7/29/2021	P	ATKINSON ANDELSON LOYA RUUD AND ROMO	INDEPENDENT INVESTIGATIONS AND	68.25
546299	7/29/2021	P	BEACH CITIES HEALTH DISTRICT	JUVENILE DIVERSION PROGRAM (MA	7,533.50
546300	7/29/2021	P	BIG BELLY SOLAR LLC	BIG BELLY SOLAR TRASH/RECYCLIN	2,323.26
546301	7/29/2021	P	BRYAN CAVE LEIGHTON PAISNERLLP	TMA MANHATTAN BEACH DESIGN NEW	1,520.00
546302	7/29/2021	P	CA DEPT OF TAX AND FEE ADMIN	SALES & USE TAX QTR ENDING JUN	2,588.00
546303	7/29/2021	P	CA NEWSPAPER PARTNERSHIP	CLIMATE READY WORKSHOP	9,042.80
546304	7/29/2021	P	CA WATER SERVICE COMPANY	WATER CHARGES	195.05
546305	7/29/2021	P	CITY OF LOS ANGELES	ANNUAL LARA MEMBERSHIP	5,544.77
546306	7/29/2021	P	CLIMATE ACCESS	VIRTUAL REALITY ENGAGEMENT PRO	5,000.00
546307	7/29/2021	P	CLINICAL LAB OF SAN BERNARDINO	WATER QUALITY TESTING	1,605.50

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP072921

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
546308	7/29/2021	P	COMET ELECTRIC INC	DOWNTOWN TRAFFIC SIGNAL UPGRAD	17,197.30
546309	7/29/2021	P	CONCENTRA HEALTH SERVICES INC	DOT RANDOM TESTING & OHS SERVI	50.00
546310	7/29/2021	P	EMPLOYEE REFUND VENDOR	WORK ATTIRE - HAT	10.97
546311	7/29/2021	P	EMPLOYEE REFUND VENDOR	REIMBURSEMENT-TRAVEL EXPENSE	182.04
546312	7/29/2021	P	EQUINIX INC	DATA CENTER SECURE RACK SERVIC	1,905.00
546313	7/29/2021	P	FEDERAL EXPRESS CORPORATION	DELIVERY SERVICE	48.14
546314	7/29/2021	P	FRONTIER CALIFORNIA INC	TELEPHONE SERVICE	936.12
546315	7/29/2021	P	GOVERNMENTJOBS COM INC	ANNUAL SUBSCRIPTION FEE FOR IN	10,544.66
546316	7/29/2021	P	K-9 SERVICES LLC	K-9 MAINTENANCE TRAINING-JULY	1,000.00
546317	7/29/2021	P	KEVIN GRES	REMAINING CITATIONS (NOV. - JU	1,560.00
546318	7/29/2021	P	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES FOR EMPLOYMENT	2,926.00
546319	7/29/2021	P	M B WATER DEPARTMENT	MONTHLY WATER CHARGES	14,614.90
546320	7/29/2021	P	MARK LEE GROH	FY 21-22 PARKING CITATIONS HEA	624.00
546321	7/29/2021	P	MELAD AND ASSOCIATES INC	BLDG PLAN CHECK & INSPECTIONS	60,885.05
546322	7/29/2021	P	MERCHANTS LANDSCAPE SVCS INC	LANDSCAPE MAINTENANCE SERVICES	2,380.00
546323	7/29/2021	P	MOFFATT & NICHOL	PIER RAILING REPLACEMENT	1,547.00
546324	7/29/2021	P	NELLY KORENEVSKY	ZUMBA SPRING SESSION INVOICE	839.20
546325	7/29/2021	P	PARKER ANDERSON ENRICHMENT CENTRAL LA	PARKER ANDERSON JEWELRY MAKING	6,024.85
546326	7/29/2021	P	PUBLIC RISK INNOVATION SOLUTIONS AND	EMPLOYEE ASSISTANCE PROGRAM	2,758.00
546327	7/29/2021	P	REFUND VENDOR	REFUND DUPL BLDG RECORD REPORT	192.00
546328	7/29/2021	P	REFUND VENDOR	REFUND 1321 23RD ST PLMB-21-00	213.00
546329	7/29/2021	P	RICHARDS WATSON & GERSHON	ARTESIA BOULEVARD PROJECT (JUN	44,184.42
546330	7/29/2021	P	ROBERT MICHAEL SCHWIEGER	BROADCASTING SERVICES	2,155.00
546331	7/29/2021	P	ROSEMARY A LACKOW	PLANNING COMMISSION MINUTES 7/	96.00

CITY OF MANHATTAN BEACH

WARRANT REGISTER



WARRANT #: AP072921

CHECK #	DATE	TYPE	PAYEE NAME	DESCRIPTION	AMOUNT
546332	7/29/2021	P	SBRPCA	18 CRADLEPOINT MODEMS FOR POLI	50,718.66
546333	7/29/2021	P	SPCA LA	FY 20-21 ANIMAL CONTROL SERVIC	725.00
546334	7/29/2021	P	STEPHEN ROSS HYDE	BEGG POOL MASTERS INVOICE - JU	880.00
546335	7/29/2021	P	T MOBILE USA	MIFI CHARGES	123.64
546336	7/29/2021	P	THE ART BOX ACADEMY	THE ART BOX ACADEMY CAMP 7.19.	2,762.50
546337	7/29/2021	P	THE CODE GROUP INC	BLDG PLAN CHECK JUNE 2021	39,081.94
546338	7/29/2021	P	THE EDGE FITNESS TRAINING	FITNESS INSTRUCTOR/CONSULTANT	180.00
546339	7/29/2021	P	TIME WARNER CABLE INC	PW CABLE SERVICES 7/3/21-8/2/2	104.47
546340	7/29/2021	P	UNIFIRST CORPORATION	UNIFORM AND SAFETY MAT RENTAL	36.36
546341	7/29/2021	P	UNITED PARCEL SERVICE	DELIVERY SERVICE	33.00
546342	7/29/2021	P	VECTOR RESOURCES INC	1 FORTIGATE 501E FIREWALL	12,517.34
546343	7/29/2021	P	VITAL MEDICAL SERVICES LLC	FY20-21 OK TO BOOK AND BLOOD D	5,797.00
546344	7/29/2021	P	WALTERS WHOLESALE ELECTRIC CO	ELECTRICAL SUPPLIES	3,273.84
546345	7/29/2021	P	WASTE MANAGEMENT INC	REFUSE CHARGES	341.10
546346	7/29/2021	P	WEST COAST TENNIS CAMPS INC	2021 SUMMER WCTA LILA 71621	7,556.25
SUB-TOTAL WARRANT AP072921:					378,086.65
TOTAL WARRANT(S):					990,144.28

CITY OF MANHATTAN BEACH

DISBURSEMENT BY FUND

DATED 07/30/2021



Fund	Fund Description	Amount
100	General Fund	872,501.33
205	Streets, Highways & Sidewalks	420.00
211	Police Safety Grants Fund	43,063.65
230	Prop. A Fund	774.90
231	Prop. C Fund	245.00
234	Measure M	17,197.30
403	Underground Assessment Distric	2.49
501	Water Fund	5,831.96
502	Stormwater Fund	63.34
520	Parking Fund	6,349.64
522	State Pier and Parking Lot Fun	1,547.00
601	Insurance Reserve Fund	24,655.00
605	Information Technology Fund	16,805.45
610	Fleet Management Fund	0.38
615	Building Maintenance & Operati	686.84
GRAND TOTAL:		990,144.28

CITY OF MANHATTAN BEACH PAYROLL
PAY PERIOD: 07/03/21 TO 07/16/21
PAY DATE: 07/23/21

NET PAY 1,071,166.43

7/3/2021

7/16/2021

CITY OF MANHATTAN BEACH PAYROLL REPORT

PAYROLL PERIOD ENDING DATE

7/16/2021

FUND	DESCRIPTION	AMOUNT
100	General Fund	1,465,185.63
210	Asset Forfeiture Fund	3,128.80
230	Prop. A Fund	12,601.21
501	Water Fund	44,788.56
502	Stormwater Fund	2,880.71
503	Wastewater Fund	10,460.18
520	Parking Fund	4,200.41
521	County Parking Lots Fund	1,355.30
522	State Pier and Parking Lot Fund	1,355.28
601	Insurance Reserve Fund	14,175.84
605	Information Technology Fund	39,599.83
610	Fleet Management Fund	9,304.54
615	Building Maintenance & Operations Fund	16,152.16
801	Pension Trust Fund	8,257.31
		1,633,445.76
		562,279.33
		1,071,166.43
	Gross Pay	
	Deductions	
	Net Pay	



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Bruce Moe, City Manager

SUBJECT:

Consideration of a Resolution Approving an Amendment to the Existing Agreement with Richards, Watson & Gershon to Increase the Monthly Retainer, Increase Billing Rates on Certain Matters, and Establish a Cost-of-Living Adjustment Procedure (City Manager Moe).

ADOPT RESOLUTION NO. 21-0074

RECOMMENDATION:

Adopt Resolution 21-0074 Approving the Amendment.

FISCAL IMPLICATIONS:

If the amendment with Richards, Watson & Gershon (RWG) is approved, the increase in legal fees is projected to be \$149,646 for a 12 month period, according to data prepared by the RWG accounting department. The proposed increase in the retainer would be an increase of \$72,000 annually. If RWG provides roughly the same number of hours incurred in FY 2020-21 for the following special services, the annual increases are projected to be:

- Labor Law: \$31,122
- Major Projects: \$35,418
- Public Record Act Matters: \$11,106

For fiscal year 2020-21, the City paid RWG \$151,000 in services related to the COVID-19 pandemic (a portion of which was reimbursed). As the need for those specific legal services declines, it is possible that the projected increase will have no or a minimal impact upon the City Attorney budget. The rates may be adjusted starting in fiscal year 2023-24, depending on whether there is an increase in the Consumer Price Index.

BACKGROUND:

On September 6, 2011, the City entered into an agreement ("2011 Contract") for City Attorney services with RWG. Prior to that time, the City had an in-house City Attorney. Due to the ever-increasing complexity of municipal law, the broad resources provided by a law firm, a desire to eliminate City PERS contributions to an in-house City Attorney, and an effort to reduce

the increasing reliance on outside counsel at high billing rates, the City published a Request for Proposals. After a robust analysis of several proposals and conducting interviews, the City hired RWG, a full service firm specializing in municipal law. The 2011 Contract contained a monthly retainer of \$19,500 and an hourly rate of \$195 for most special services, a considerable discount from RWG standard rates. The \$195 hourly rate has not been increased in the 10 years that RWG has been the City Attorney. In 2014, the monthly retainer was increased to \$24,000 based upon analyzing two years of data of the hours devoted to general services. Over the last 10 years, the City has paid RWG an average of \$628,625 a year, for an annual average of 3,476 hours of legal services, at an effective hourly rate of \$176. Due primarily to litigation, special services related to the COVID-19 pandemic, state requirements regarding the Clean Water Act, housing, and waste removal, and an increase in Public Record Acts requests, the City paid RWG \$1,005,576 for 4,871 hours in fiscal year 20-21, at an effective rate of \$206 per hour. (Note: such figures do not include fees paid by third parties pursuant to reimbursement agreements.)

DISCUSSION:

Monthly Retainer. The monthly retainer is a “true” retainer, which means that the City currently pays \$24,000 each month, regardless of how many hours RWG devotes to general services. The retainer represents the highest discount received by the City. In 2020, the monthly time value at RWG standard rates for services included in the retainer account was an average of \$60,403. So far in 2021, the monthly time value has averaged \$65,021. The requested monthly retainer is \$30,000.

Major Services and Public Record Act Services

Per the 2011 Contract, Major Services and legal services incurred in responding to Public Record Act requests and subpoenas are considered Special Services and have been billed at \$195 an hour from the beginning. To demonstrate the substantial discount provided by RWG for such services, compare the standard hourly billing rates of the following attorneys who have provided a large percentage of special services: Quinn Barrow - \$490; Jennifer Petrusis - \$430; Brendan Kearns - \$405. Once again, the City has received such services at the rate of \$195 an hour since the inception of the 2011 Contract. The requested rate of \$225 will still provide a substantial discount from RWG’s standard rates.

Labor and Employment Law

Per the 2011 Contract, the first 10 hours each month of RWG labor law legal services were provided at no cost to the City, and legal services exceeding 10 hours each month were billed at \$195 an hour. At that time, the City relied almost exclusively on the law firm of Liebert, Cassidy and Whitmore to provide labor law legal services. RWG labor law services were minimal, often taking less than 10 hours a month, and thus were at no additional cost. Due, in part, to changes in law concerning ethical walls, the City has had to rely on RWG for more and more labor law services. Rebecca Green, the partner who heads the RWG labor law department, has provided excellent services in that capacity. Further, any labor law services provided by the City Attorney will be billed as part of the retainer and thus at no additional cost to the City. Please note that the suggested rate of \$290 is considerably lower than the standard rates charged by other firms providing labor law services, which range from \$300 to \$390 for services provided by partners. Two recent examples of the partner rates charged for labor services by those other firms are \$340 and \$390 per hour.

CPI Adjustment

Cost-of-living provisions are fairly standard in many of the contracts the City has with independent contractors and in the employee MOUs. The proposed contract amendment

provides that commencing July 1, 2023, and annually thereafter, the monthly retainer and hourly rates shall automatically increase by the percentage change in the Consumer Price Index, with a cap of 4%, which can only be exceeded by a contract amendment approved by the City Council.

Prior Amendments

Please note that in 2018 and 2020, the parties amended the Agreement. The 2018 amendment increased the RWG rates for reimbursable matters paid by third parties, and thus had no fiscal impact. In 2020, the amendment added certain language required by the state and federal government for COVID-19 pandemic reimbursement purposes, and thus such amendment is not relevant to this proposed amendment.

Attached is a draft amendment for Council consideration.

ATTACHMENTS:

1. Resolution No. 21-0074
2. Amendment No. 4 - Richards, Watson & Gershon

RESOLUTION NO. 21-0074

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL
APPROVING AMENDMENT NO. 4 TO AN AGREEMENT FOR CITY
ATTORNEY SERVICES BETWEEN THE CITY OF MANHATTAN
BEACH AND RICHARDS, WATSON & GERSHON, A
PROFESSIONAL CORPORATION

The Manhattan Beach City Council hereby resolves as follows:

SECTION 1. The City Council hereby approves that certain Amendment No. 4 dated August 24, 2021, amending the agreement for city attorney services between the City of Manhattan Beach, a municipal corporation ("City") and the law firm of Richards, Watson & Gershon, a professional corporation, dated September 6, 2011, increasing the monthly retainer to \$30,000, increasing the hourly rates for certain special services to \$225 an hour, increasing the rate for labor law legal services to \$290 an hour, and establishing a cost-of-living adjustment process.

SECTION 2. The City Council hereby directs the Mayor to execute Amendment No. 4 on behalf of the City.

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

ADOPTED August 24, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

**AMENDMENT NO. 4 TO THAT CERTAIN AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND
RICHARDS, WATSON & GERSHON, A PROFESSIONAL
CORPORATION, FOR CITY ATTORNEY SERVICES**

This Amendment No. 4 dated August 24, 2021, amends that certain agreement dated September 6, 2011 (“Initial Agreement”) between the City of Manhattan Beach, a municipal corporation (“City”) and the law firm of Richards, Watson & Gershon, a professional corporation (“RWG”), for City Attorney services.

WHEREAS, City and RWG entered into the Agreement on September 6, 2011, which Agreement was subsequently amended in June 2014, August 2018 and in 2020 (collectively, “Agreement”); and

WHEREAS, City and RWG now desire to amend the Agreement to increase the retainer, increase the billing rate for certain legal services, and establish a cost of living adjustment process.

NOW THEREFORE, the parties agree as follows:

Section 1. Section A. of Section 2 relating to compensation shall be amended to read as follows:

“A. Monthly Retainer. RWG shall be paid a flat rate of \$30,000 per month for all general services.

For Additional Services listed on Exhibit A, RWG shall be compensated at the rates specified in Exhibit A.”

Section 2. Exhibit A, Section B relating to employment law legal services is hereby amended to read as follows:

“B. *Employment Law Services.* RWG shall provide legal services for Employment Law Services at the rate of \$290 per hour.”

Section 3. Exhibit A, Section G relating to major projects is hereby amended to read as follows:

“G. *Major Projects, Including Public Records Act Services.* RWG shall provide legal services for Major Projects and Public Record Act requests and subpoenas at the rate of \$225 per hour.”

Section 4. Exhibit A shall be amended by adding the following provision authorizing a cost-of-living adjustment to the end of Exhibit A:

“Adjustment in Rates by Change in CPI. Commencing July 1, 2023, and annually thereafter on each successive July 1, the monthly retainer set forth in Section 2 A and the hourly rates set forth in Exhibit A shall

automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Los Angeles-Riverside-Orange County). The calculation shall be made using the month of April over the month of April in the prior year. Any such annual adjustment that equals or exceeds four percent (4%), shall require prior written approval of the City Council.”

Section 5. All other terms and provisions of the Agreement shall have full force and effect.

Executed August 25, 2021, at Manhattan Beach, California.

CITY OF MANHATTAN BEACH,
a California municipal corporation

RICHARDS, WATSON & GERSHON,
a professional corporation

By: _____
Bruce Moe, City Manager

By: _____
Kayser O. Sume, Chairman of the Board

ATTEST:

Liza Tamura, City Clerk



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Mark Leyman, Parks & Recreation Director
Steve S. Charelian, Finance Director
Jesus Sandoval, Recreation Program Supervisor
Dru Leonard, Acting Purchasing Supervisor

SUBJECT:

Consideration of a Resolution Awarding RFP No. 1254-21 to Sea Clear Pools Inc. for a Three-Year Contract for Pool Maintenance and Repair Services in an Amount Not-to-Exceed \$30,000 Annually (Parks and Recreation Director Leyman).

ADOPT RESOLUTION NO. 21-0069

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 21-0069 approving a three-year contract with Sea Clear Pools Inc. to provide pool maintenance and repair services for an amount not-to-exceed \$30,000 annually and authorize the City Manager to extend the term of the contract for two additional one-year periods if deemed in the City's best interest.

FISCAL IMPLICATIONS:

Sufficient funds are included in the department's FY 2021-2022 operating budget and will be budgeted accordingly in future years.

BACKGROUND:

Through an agreement with the Manhattan Beach Unified School District, the City maintains Begg Pool. In exchange, the Parks and Recreation Department provides spring, summer, and fall recreation aquatics programs including swim lessons, lap swimming, water aerobics and swim team training. Additionally, the Manhattan Beach Middle School Physical Education Department uses the pool during spring and fall.

DISCUSSION:

Pool maintenance performed by in-house staff includes pool vacuuming, documenting chemical levels, system maintenance, cleaning and inspection of pumps. The scope of work for the contractor under this new contract will require chemical balancing, cleaning pumps & deck traps, checking filtration/heating/chemical equipment, backwashing filters, calibrating PH and chlorine probes. We have also included an allowance for time and materials for repairs on the aging pool equipment.

Staff solicited proposals and received four responses; of the four responses, two were “no bid” responses. The summary is below:

<u>Company</u>	<u>Three-Year Estimated Cost</u>
1. Sea-Clear Pools Inc.	\$90,000
2. Waterline Technologies Inc.	\$237,300
3. Power & Telephone Supply	No bid
4. Sunset Survival & First Aid, Inc.	No bid

The two companies were equal in all areas except for pricing. Sea Clear Pools Inc. is the lowest bidder for the City’s requirements. Since the pricing offered by Sea-Clear Pools is similar to the current contract for the same scope of work, and past experience with this vendor has been favorable, staff is confident that they can perform the work. Therefore, staff recommends that Council award a three-year contract to Sea Clear Pools Inc. for an amount not-to-exceed \$30,000 annually.

PUBLIC OUTREACH/INTEREST:

This request for proposals was advertised on the City’s website as well as ProcureNow, a public bid notification board.

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 agreement has been reviewed by the City Attorney and is approved as to form.

ATTACHMENTS:

1. Resolution No. 21-0069
2. Agreement - Sea Clear Pools Inc.

RESOLUTION NO. 21-0069

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND SEA CLEAR POOLS INC. FOR POOL MAINTENANCE AND REPAIR SERVICES

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 Sea Clear Pools Inc. dated August 25, 2021, for pool maintenance and repair services in the amount of \$90,000 (\$ 30,000 Annually).

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 August 24, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

**CITY OF MANHATTAN BEACH
MAINTENANCE SERVICES AGREEMENT**

THIS MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and entered into as of July 28, 2021, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation (“City”) and Sea Clear Pools, Inc., a California Corporation (“Contractor”).

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Pool Maintenance and Repairs (“Project”), as described in this Agreement and the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by the Director of Parks and Recreation (“Director”) and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the Director. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the Director, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.

3. Term. The term of this Agreement shall be for a three-year period ending on August 25, 2024, unless this Agreement is terminated or suspended pursuant to this Agreement. By mutual agreement, the contract may be extended for two additional one-year terms.

4. Time of Performance.
 - A. Contractor will not perform any work under this Agreement until:
 - 1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement; and
 - 2) City gives Contractor a written notice to proceed.
 - B. Should Contractor begin work in advance of receiving written authorization to proceed, any such services are at Contractor’s own risk.

5. Time. Time is of the essence in this Agreement.

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not

limited to acts of God, acts of public enemies, acts of the government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation.

A. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed thirty thousand Dollars (\$30,000.00) per year, in accordance with the prices as submitted in Exhibit B. In no event shall the total compensation paid Contractor exceed ninety thousand Dollars (\$90,000.00).

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

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

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, State of California and federal law. These payments are included in the total amounts in Exhibit B.

10. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

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

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

3) Contractor 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 Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor

shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the parties.

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

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

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

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

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

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

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

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, its officers, employees, agents and volunteers as additional insureds.

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 officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

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

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

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 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, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

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

the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

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

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Broader Coverage/Higher Limits. If Contractor 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 Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

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

15. Antitrust Claims. Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Familiarity with Work.

- A. By executing this Agreement, Contractor represents that it has
- 1) Thoroughly investigated and considered the scope of services to be performed;
 - 2) Carefully considered how the services should be performed; and
 - 3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

17. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. Prevailing Wages. City and Contractor acknowledge that this project is a public work to which prevailing wages apply. Contractor shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit C, attached hereto and incorporated herein by this reference.

19. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor 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."

20. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual

orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

21. Debarred, Suspended or Ineligible Contractors. Contractor shall not be debarred throughout the duration of this Agreement. Contractor shall not perform work with debarred subcontractors pursuant to California Labor Code Section 1777.1 or 1777.7.

22. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

23. Payment Bond: **REQUIRED** – or – **NOT REQUIRED**

Contractor shall obtain a payment bond in an amount that is not less than the total compensation amount of this Agreement, and nothing in this Agreement shall be read to excuse this requirement. The required form entitled Payment Bond (Labor and Materials) is attached hereto as Exhibit D and incorporated herein by this reference.

24. Contractor’s Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor’s actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

25. Warranty. The work shall be warranted by Contractor against defective materials and workmanship for a period of one year. The warranty period shall start on the date the work is completed as determined by the Director.

The warranty period for specific items covered under manufacturers’ or suppliers’ warranties shall commence on the date they are placed into service at the direction of or as approved by the Director in writing.

All warranties, express or implied, from subcontractors, manufacturers, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to City, and such warranties shall be delivered to the Director prior to acceptance of Contractor’s performance of the Agreement.

Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Director, after notice to do so from the Director, and within the time specified in the notice. If Contractor fails to make such replacement or repairs within the time specified in the notice, City may perform the replacement or repairs at Contractor’s expense. If Contractor fails to reimburse City for the actual costs, Contractor’s Surety shall be liable for the cost thereof.

26. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the services under this Agreement which is or may likely make Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

27. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

28. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City’s prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

29. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California’s choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

30. Attorneys’ Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with 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 any other relief to which the party may be entitled.

31. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

32. Authority. The persons executing this Agreement on behalf of Contractor warrant and represent that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

33. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. The documents, payment and performance bonds, City insurance requirements, together with this written Agreement (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the parties as to the subject matter of this Agreement. In the event of any conflict between this Agreement and any Exhibit hereto, the provisions of this Agreement shall control.

34. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

35. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

36. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

37. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Mark Leyman
Director of Parks and Recreation
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

To Contractor:

William K. Szieff
Vice-President
Sea Clear Pool INC.
23316 S. Normandie Avenue Unit B
Torrance, CA 90502

38. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

39. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

City:

City of Manhattan Beach,
a California municipal corporation

Contractor:

Sea Clear Pools, Inc.
a California Corporation

By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:
William Szieff 8/2/2021
By: _____
Name: William K. Szieff
Title: Vice-President of the Company

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Liza Tamura
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

APPROVED AS TO FORM:

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
City Attorney, Quinn Barrow 8/2/2021
By: _____
Name: Quinn M. Barrow
Title: City Attorney

DocuSigned by:
Steve Charelion 8/3/2021
By: _____
Name: Steve S. Charelion
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
Mark Leyman 8/3/2021
By: _____
Name: Mark Leyman
Title: Director of Parks and Recreation

EXHIBIT A
Scope of Work

Line Item	Description	Frequency	Quantity
1	Test total water chemistry (i.e. pH & chlorine level, total alkalinity TDS, calcium hardness, & advise recreation program supervisor of results	Weekly	52
2	Clean pump & deck traps	Weekly	52
3	Check filtration, Heating, Chemical Equipment	Weekly	52
4	Backwash Filter as needed. (Note: The 12 occasions indicated in quantity Column are for bid calculation purposes only. Actual quantity may vary)	As Needed	12
5	Test, clean and calibrate PH and Chlorine probes as needed.	As Needed	12
Additional Labor Services			
6	Electrical Supervisor	1	Per Hour
7	Electrical Journeyman	1	Per Hour
8	Electrical Apprentice	1	Per Hour
9	Plumbing Supervisor	1	Per Hour
10	Plumbing Journeyman	1	Per Hour
11	Plumbing Apprentice	1	Per Hour
12	Masonry Journeyman	1	Per Hour
13	General Labor	1	Per Hour
14	Overtime Electrical Supervisor	1	Per Hour
15	Overtime Electrical Journeyman	1	Per Hour
16	Overtime Electrical Apprentice	1	Per Hour
17	Overtime Plumbing Supervisor	1	Per Hour
18	Overtime Plumbing Journeyman	1	Per Hour
19	Overtime Plumbing Apprentice	1	Per Hour
20	Overtime Masonry Journeyman	1	Per Hour
21	Overtime General Labor	1	Per Hour

EXHIBIT B
Fee Schedule

Line Item	Description	Frequency	Quantity	Unit of Measure	Unit Cost Per Occurrence
1	Test total water chemistry (i.e. pH & chlorine level, total alkalinity TDS, calcium hardness, & advise recreation program supervisor of results	Weekly	52	Each Week	\$50.00
2	Clean pump & deck traps	Weekly	52	Each Week	\$10.00
3	Check filtration, Heating, Chemical Equipment	Weekly	52	Each Week	\$30.00
4	Backwash Filter as needed. (Note: The 12 occasions indicated in the quantity Colum are for bid calculation purposes only. Actual quantity may vary)	As Needed	12	Each Month	\$20.00
5	Test, clean and calibrate PH and Chlorine probes as needed.	As Needed	12	Each Month	\$25.00
Additional Labor Services					
6	Electrical Supervisor	1	Per Hour	\$150.00	\$150.00
7	Electrical Journeyman	1	Per Hour	\$100.00	\$100.00
8	Electrical Apprentice	1	Per Hour	\$75.00	\$75.00
9	Plumbing Supervisor	1	Per Hour	\$150.00	\$150.00
10	Plumbing Journeyman	1	Per Hour	\$100.00	\$100.00
11	Plumbing Apprentice	1	Per Hour	\$75.00	\$75.00
12	Masonry Journeyman	1	Per Hour	\$100.00	\$100.00
13	General Labor	1	Per Hour	\$185.00	\$185.00
14	Overtime Electrical Supervisor	1	Per Hour	\$225.00	\$225.00
15	Overtime Electrical Journeyman	1	Per Hour	\$150.00	\$150.00
16	Overtime Electrical Apprentice	1	Per Hour	\$112.50	\$112.50
17	Overtime Plumbing Supervisor	1	Per Hour	\$225.00	\$225.00
18	Overtime Plumbing Journeyman	1	Per Hour	\$150.00	\$150.00
19	Overtime Plumbing Apprentice	1	Per Hour	\$112.50	\$112.50
20	Overtime Masonry Journeyman	1	Per Hour	\$150.00	\$150.00
21	Overtime General Labor	1	Per Hour	\$277.50	\$277.50

EXHIBIT C

Terms for Compliance with California Labor Law Requirements

1. Contractor acknowledges that the project as defined in this Agreement between Contractor and City, to which this Agreement to Comply with California Labor Law Requirements is attached and incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”), and that this Agreement is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all work on the project as a public work. 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 Contractor or any subcontractor cease 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. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$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 (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records.

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

9. 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. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the performance of this Agreement by 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.

10. 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."

11. 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.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to the City) the 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 termination of the Agreement.



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Mark Leyman, Parks and Recreation Director
Linda Robb, Management Analyst
Quinn Barrow, City Attorney

SUBJECT:

Second Reading and Adoption of an Ordinance Amending Manhattan Beach Municipal Code Chapter 9.60 Banners in the Public Right-of-Way and Approval of Amended Banner Policy (Parks and Recreation Director Leyman).

- a) **ADOPT ORDINANCE NO. 21-0007**
 - b) **APPROVE AMENDMENTS TO BANNER POLICY**
-

RECOMMENDATION:

Staff recommends that the City Council waive further reading and adopt Ordinance No. 21-0007 amending Chapter 9.60 of the Manhattan Beach Municipal Code related to banners in the public right-of-way, and approve amendments to the Banner Policy.

FISCAL IMPLICATIONS:

Street Banners

The applicant will pay all direct costs for street banners and installation. The street banner application of \$372 on Sepulveda Boulevard and \$325 in all other areas was established by the User Fee Cost Allocation Study and reflects the fully burdened rates for staff to review the application and install over-the-street banners.

Pole Banners

Applicants must produce the pole banners and hire a third-party vendor to install pole hardware and banners at their own expense. There is currently a nominal pole banner rental-fee of \$25 per pole payable to the City. As part of the policy revisions for Council consideration, staff is recommending a \$100 per day penalty for late removal of the pole banners.

BACKGROUND:

On August 3, 2021, the City Council voted to introduce the attached Ordinance No. 21-0007 amending Chapter 9.60 of the Manhattan Beach Municipal Code related to banners in the public right-of-way.

In addition, the City Council directed staff to present an amended banner policy that incorporates the following sub-committee recommendations:

Street Banners

- 1) Display period limited to 14 days
- 2) Street banners limited to 3 simultaneous locations (2 in the Downtown area and 1 in North Manhattan Beach)

Pole Banners

- 1) Length of display not to exceed 14 days before the advertised event
- 2) Longer term Awareness Campaigns may be approved by the Council
- 3) \$100 per day fee for late removal of pole banners
- 4) Pole Banner hardware and installation will be provided by the customer's vendor.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 21-0007 and approve the amended Banner Policy.

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 approved as to form the draft ordinance.

ATTACHMENTS:

1. Ordinance No. 21-0007
2. Updated Banner Policy

ORDINANCE NO. 21-0007

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH
AMENDING MANHATTAN BEACH MUNICIPAL CODE CHAPTER
9.60 REGULATING BANNERS IN THE PUBLIC RIGHT-OF-WAY

THE MANHATTAN BEACH CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council hereby amends Manhattan Beach Municipal Code Chapter 9.60 by adding a definitions section to read as follows:

“9.60.005 – Definitions.

For the purposes of this Chapter, the following phrases have the following meanings:

- A. “Civic Events”: Events held by the City, City Business Improvement Districts, Manhattan Beach Unified School District, Beach Cities Health District, County of Los Angeles, or other governmental entities.
- B. “City Co-Sponsored Events”: Events that do not qualify as a Civic Event, that the City co-sponsors.
- C. “Public Service Announcements”: Messages that promote programs, activities, or services of government entities, or impart information generally regarded as serving the public interest.”

SECTION 2. The City Council hereby amends Manhattan Beach Municipal Code Section 9.60.010 to read as follows:

“9.60.010 - Permit required to place decorations or banners in the public right-of-way.

It shall be unlawful for any person to hang or suspend any banner, flag, pennant, or decoration (collectively, “banner” or “banners”) over any street or other portion of the public right-of-way, or cause the same to be done, without first obtaining a permit from the City Manager or the City Manager’s designee. The City will issue banner permits only for Public Service Announcements, and Civic Events and City Co-Sponsored Events that are open to the public and free of charge.”

SECTION 3. The City Council hereby amends Manhattan Beach Municipal Code Section 9.60.070 B related to removal of banners to read as follows:

“B. Removal of Banner.

- 1. **Pole Banners.** Within five days of City notification of the termination, suspension, or revocation of a pole banner permit, the permittee shall remove the pole banner from the existing hardware. In the event the

permittee fails to remove the pole banner, the City may remove the banner, and the permittee shall reimburse the City for its costs of removal.

2. **Street Banners.** Not earlier than three days after the City notifies a permittee that a street banner permit has been terminated, suspended, or revoked, the City will remove the banner and any related cables or cable attachments. The permittee shall reimburse the City for its costs of removal."

SECTION 4. INTERNAL CONSISTENCY. Any provisions of the Municipal Code, or any other resolution or ordinance of the City, to the extent that they are inconsistent with this Ordinance are hereby repealed, and the City Clerk shall make any necessary changes to the Municipal Code for internal consistency.

SECTION 5. SEVERABILITY. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the City Council intends that such invalidity will not affect the effectiveness of the remaining provisions or their application and, to this end, the provisions of this Ordinance are severable.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published within 15 days after its passage, in accordance with Section 36933 of the Government Code.

ADOPTED on August 17, 2021.


AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:



QUINN M. BARROW
City Attorney

**CITY OF MANHATTAN BEACH POLICY
REGARDING BANNERS IN THE
PUBLIC RIGHT-OF-WAY**

**Section 1. Implementation of Regulations for Banners Authorized by
Manhattan Beach Municipal Code (“MBMC”) Chapter 9.60**

Certain property, such as street light poles and other poles, are located in the public right-of-way within the City of Manhattan Beach (“City”). MBMC Chapter 9.60 permits certain banners, as defined below, to be located in the air space above such public rights-of-way. This policy supplements MBMC Chapter 9.60. If there is any inconsistency between MBMC Chapter 9.60 as amended, and this policy, MBMC Chapter 9.60 controls.

Section 2. General Provisions.

In adopting and amending MBMC Chapter 9.60 and this policy, the Manhattan Beach City Council does not intend to create public fora on street poles or in the public right-of-way. The public right-of-way is not a traditional public forum and the City has never intended to open this property to use by others for communicative purposes. The street poles and public right-of-way are not designated public fora and, as a consequence, are non-public fora.

Except as provided in MBMC Chapter 9.60 and this policy, no banner shall be affixed to a street pole or over or in the public right-of-way. Nothing in this policy exempts a person from obtaining City approval before installing banners or decorations over or in the public right-of-way.

Section 3. Definitions

Section 9.60.005 of MBMC Chapter 9.60 defines “Civic Events,” “City Co-Sponsored Events” and “Public Service Announcements.” To supplement those definitions, this Policy contains the following definitions:

- A. “Pole Banner” shall mean any banner, flag, pennant, or decoration hanging vertically from a street pole over the sidewalk or public right-of-way.
- B. “Street Banner” shall mean any banner, flag, pennant, or decoration hanging horizontally between street poles spanning the width of the street.

Section 4. Permit Requirements and Regulations

Application and Permit

Pursuant to MBMC Chapter 9.60, it is unlawful for any person to hang or suspend any banner, flag, pennant, or decoration (hereinafter, collectively, “Banner” or “Banners”) over any street or other portion of the public right-of-way, or cause the

same to be done, without first obtaining a permit from the City Manager or the City Manager's designee. Banner permits will be issued only for Civic Events and City Co-Sponsored Events that are open to the public and free of charge, and Public Service Announcements.

A permit application shall set forth the name and address of the permittee, the description of the location and area of the proposed installation or suspension, a description of the event that is the subject of the Banner, and a photographic copy of the proposed Banner.

Regulations

1. The City will not issue a permit for any Banner until the City has reviewed and approved the material, location and dimensions of the banner.
2. The City will not issue a permit for any Banner that promotes any activity for which the City is precluded from spending public funds (such as political campaigns).
3. No Banner shall be hung on or suspended from any street pole unless that pole has been specifically designed or equipped to accommodate such Banner.
4. No Banner shall be hung on or suspended from a street tree.
5. No decorative flags or any other moving objects may be attached to the ties or cords used to secure a Banner.
6. The maximum duration that a Street Banner may be suspended over the City's right-of-way for each display period is 14 days. City staff will install and remove Banners on Mondays; if Monday is a holiday, the banner will be removed the next working day. Street Banners will be limited to a maximum of three simultaneous locations, no more than two in the Downtown area and one in North Manhattan Beach. The City Council may allow – on a case-by-case basis – for a Street Banner promoting a Public Service Announcement to be hung or suspended for longer than 14 days.
7. The maximum duration that a Pole Banner may remain on the pole for each display period is 14 days. Within three business days following the end date for the Pole Banner permit as set forth in the application, the permittee will be required to remove all Pole Banners from the assigned locations. If Pole Banners are not removed within those three business days, a fine of \$100 per day will be assessed until removed. The City Council may allow – on a case-by-case basis – for a Pole Banner promoting a Public Service Announcement to be hung or suspended for longer than 14 days.
8. At the permittee's expense, the City may remove any Banner, if the Banner is torn, tattered or faded, or presents a public safety hazard.

9. Each Banner shall be affixed in accordance with safety requirements established by the City. Street Banners will be installed by City's Public Works Department. Pole Banners and required hardware will be installed by a vendor chosen by the Permittee and at the Permittee's expense, upon proof to the City of sufficient vendor liability insurance.
10. Street Banners will be removed by City's Public Works Department at the Permittee's expense. Pole Banners and hardware will be removed by the Permittee at the Permittee's expense.
11. The City will limit its review and approval of each Banner application to whether the Banner meet the criteria of Municipal Code Chapter 9.60 and this policy. In addition, the City may deny an application if posting of the Banner would conflict with the scheduled posting of any other Banner. The City will render its decision within 10 days after an application for a Banner has been filed.



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Erick Lee, Public Works Director
Prem Kumar, City Engineer
Helen Shi, Senior Civil Engineer

SUBJECT:

Consideration of a Resolution Approving a Professional Services Agreement with KOA Corporation for Engineering Design Services in the Amount of \$178,687 for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project, and Authorizing the City Manager to Execute the Professional Services Agreement (Public Works Director Lee).

ADOPT RESOLUTION NO. 21-0071

RECOMMENDATION:

Staff recommends that City Council adopt Resolution No. 21-0071:

1. Approving a Professional Services Agreement to KOA Corporation for Engineering Design Services in the amount of \$178,687 for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project.
2. Authorizing the City Manager to execute the Professional Services Agreement.

FISCAL IMPLICATIONS:

On February 2, 2021, the City Council approved a Measure R Funding Agreement between the Los Angeles County Metropolitan Transportation Authority (LACMTA) and the City of Manhattan Beach for \$900,000 to fund the development of design plans and specifications and construction of the Marine Avenue at Cedar Avenue Intersection Improvements Project. Additionally, Prop C Local Return Funds in the amount of \$85,440 are budgeted towards the project. The total project funding is anticipated to cover the cost of engineering design, environmental clearance and construction. The Project's Budget and Expenditures Report is provided as Attachment 2.

BACKGROUND:

The intersection of Marine Avenue and Cedar Avenue is a main access point to Manhattan Beach Village Shopping Center, and is approximately 250 feet east (between vehicular stop lines) of Sepulveda Boulevard, under full signal operation. Currently, the signal operation at the intersection is not optimized to address excessive delay to the traffic exiting Manhattan Beach Village Shopping Center. Further, the delay at the intersection of Marine Avenue and Cedar Avenue causes the eastbound traffic to back up, which extends to Sepulveda Boulevard and causes significant blockage and delay along Sepulveda Boulevard. After further analysis and investigation, the City has determined that the intersection configuration and signal improvement of Marine Avenue and Cedar Avenue are critical and would benefit the community near this location, including Manhattan Beach Village Shopping Center, and improve regional traffic conditions, especially along Sepulveda Boulevard.

The purpose of this project is to modify the intersection configuration, install state of the art infrastructure, and coordinate the adjacent intersection signal operations and physical configuration so that the operation of the this intersection will potentially benefit the City as below:

- Reduce the delay to the traffic exiting Manhattan Beach Village Shopping Center.
- Facilitate pedestrian/bicycle/vehicular access to Manhattan Beach Village Shopping Center.
- Reduce traffic interference to the residential neighborhood.
- Improve the progression of the eastbound and westbound traffic.
- Alleviate the delay and blockage at the intersection of Sepulveda Boulevard and Marine Avenue, which should also ultimately relieve traffic congestion along both Sepulveda Boulevard and Marine Avenue, especially during peak commute periods.

On June 23, 2016, LACMTA granted Measure R funding of \$900,000 to South Bay Measure R Highway Program for the Operational Improvements Projects along Sepulveda Boulevard (SR-1) within the City. The purpose of the projects is to alleviate traffic congestion by adding capacity at the left-turn pockets and modifying lane configurations at the five intersections - Rosecrans Avenue, 33rd Street, Cedar Avenue at Marine Avenue, 14th Street and 2nd Street.

Shortly after the funding approval, Caltrans informed all South Bay cities of the Capital Preventive Maintenance (CAPM) Project on Sepulveda Boulevard (SR-1) planned for 2022. Subsequently, for the next 24-30 months, the City coordinated with Caltrans and received confirmation on January 29, 2019, that four of the five funded locations will be incorporated into the Caltrans CAPM project. The City proceeded to take the lead on the fifth location, the intersection and traffic signal improvement at Marine Avenue and Cedar Avenue, and developed a revised scope of work.

On June 25, 2020, the LACMTA Board reprogrammed the project funds to Fiscal Year (FY) 2020-2021 and amended the scope and limits of the project. The project scope has been reduced to only one intersection, Marine Avenue and Cedar Avenue. This project will construct a new physical configuration and traffic signal improvements at the intersection of Marine Avenue and Cedar Avenue. The project budget remains the same.

On September 25, 2020, the LACMTA staff finalized and approved a Funding Agreement for the City's approval and execution for the design and construction of the Marine Avenue at Cedar Avenue Intersection Improvements Project, subject to the terms and conditions of a fully executed Funding Agreement.

On February 2, 2021, the City Council approved the funding agreement and appropriation of the \$900,000 funding to the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvement Project. On March 19, 2021, LACMTA staff executed the final funding agreement.

DISCUSSION:

The Public Works Department issued a Request for Proposals on PlanetBids on April 6, 2021, for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project professional engineering design services, as well as the email notifications to a list of qualified design consultants. Only one proposal from Econolite System was received by May 24, 2021. An evaluation committee comprised of City staff reviewed the proposal. However, it was determined that the consultant did not meet the minimum requirements.

Subsequently, in an effort to expedite the construction of Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project, the City staff proceeded with the invitation of eligible consultants. These selected consultants provided excellent design services on past City street improvement projects with good track records of conducting thorough and satisfying engineering design work. All of the selected consultants have previously downloaded the RFP from PlanetBids but were not able to process and submit proposals in time. To streamline the process for the project needs, the request for service effort is focused on the below listed four consultants:

- Hartzog & Crabill, Inc.
- Iteris, Inc.
- Kimley Horn
- KOA Corporation

Eventually, the City received three proposals from Iteris, Inc., Kimley Horn and KOA Corporation. Proposals were evaluated and ranked by an evaluation committee of City staff according to the following selection criteria:

- Demonstrated understanding of the requested scope of services and overall successful project delivery, including resource allocation matrix.
- Staffing qualifications and experience of key personnel and sub-consultants.
- Project management methods, quality control and focus on timeliness/scheduled delivery.
- Consultant's familiarity with local (sensitivity) conditions.

KOA Corporation was selected as the most qualified firm with the best overall proposal. KOA Corporation's assigned staff have excellent experience with similar projects. KOA Corporation identified and understood the project's key issues, and proposed an appropriate level of staffing for the size and complexity of the project. The consultant's scope of work and methodology

clearly outlined completion the project in a timely manner. Completion of plans, specifications and cost estimates for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project is expected to take approximately six months. The project will then be ready for construction bidding.

Therefore, staff recommends that the City Council authorize the City Manager to execute an agreement with KOA Corporation for a total not-to-exceed cost of \$178,687 for the engineering services.

PUBLIC OUTREACH:

Public outreach meetings will be scheduled during the design phase of the Marine Avenue at Cedar Avenue Intersection Improvements Project to inform the public of the project improvements and their benefit to the community and regional traffic circulation system. All public comments and recommendations to the intersection design and equipment details will be considered, as appropriate, during the design phase. Targeted outreach will occur before the start of construction for residents and businesses located near and/or adjacent to construction activities.

ENVIROMENTAL REVIEW:

As part of KOA Corporation's scope of work included in Professional Services Agreement (an attachment to this report), all environmental concerns will be reviewed and discussed with City staff. Once the issues have been closely studied and evaluated, the appropriate findings in compliance with the California Environmental Quality Act (CEQA) will be prepared.

LEGAL REVIEW:

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

ATTACHMENTS:

1. Resolution No. 21-0071
2. Agreement - KOA Corporation
3. Budget and Expenditures Summary

RESOLUTION NO. 21-0071

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND KOA CORPORATION FOR THE PROFESSIONAL SERVICES AGREEMENT OF MARINE AVE AT CEDAR AVE INTERSECTION IMPROVEMENTS 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 KOA Corporation for the Marine Ave at Cedar Ave Intersection Improvements Project in a not-to-exceed amount \$178,687.

SECTION 2. The City Manager is hereby authorized to execute the agreement for \$178,687 with KOA Corporation.

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

ADOPTED on August 24, 2021.

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated August 24, 2021 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and KOA Corporation, a California corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Design Services for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements Project.

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

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

The Parties therefore agree as follows:

1. Consultant’s Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for Professional Design Services for the Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements 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 Min Zhou, President/CEO (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.

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, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$178,687.00 (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, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Helen Shi at hshi@citymb.info. 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
Attn: Helen Shi, Sr. Civil Engineer
1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: 310-802-5354
Email: hshi@citymb.info

TO CONSULTANT:

KOA Corporation
Attn: Min Zhou
1100 Corporate Center Drive, Ste 201
Monterey Park, CA 91754
Telephone: 714-227-0398
Email: mzhou@koacorp.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.

[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:

KOA Corporation,
a California corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: _____

Name: Min Zhou
Title: CEO/President

ATTEST:

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

By: _____

Name: Liza Tamura
Title: City Clerk

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: Erick Lee
Title: Public Works Director

EXHIBIT A SCOPE OF SERVICES



PROJECT UNDERSTANDING

The City of Manhattan Beach is requesting assistance from an experienced engineering firm to provide design services for the Marine Avenue/Cedar Avenue intersection improvement project. The project will provide operational enhancements to the intersection. The enhancements may include the modification of curb and gutter, curb ramps, traffic signals, signal synchronization, and signal equipment, as warranted.

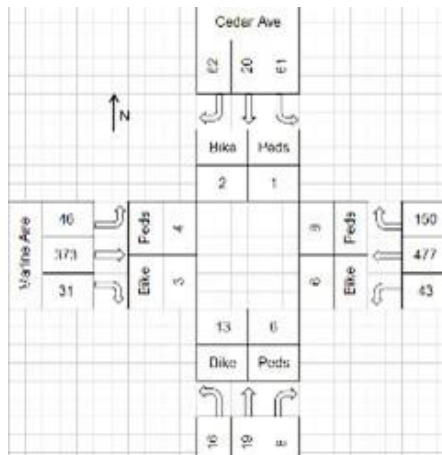
Our recent field reconnaissance of the subject intersection indicated that there is a recurring queue for eastbound traffic potentially spilling over to a major intersection at Marine Avenue and Sepulveda Boulevard, located 250 feet west of this intersection. There is shopping center access to the north of the subject intersection and a residential neighborhood to the south. Marine Avenue is generally a four-lane arterial running in the east-west direction. Due to the proximity of the shopping center, significant pedestrian and bike activities were observed. The intersection has crosswalks on all four legs.



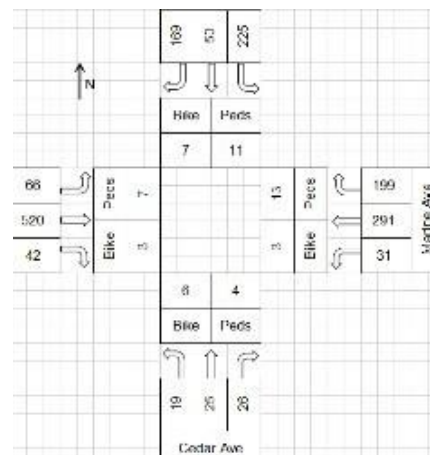
Study Area and Project Intersection

source: Google Maps

On June 7, 2021, KOA had 14-hour classified (pedestrians and bicyclists included) counts conducted at the project intersection. The count data revealed many important observations. The camera was set to capture some of the traffic flow from the upstream Sepulveda Boulevard/Marine Avenue intersection as well. Below is a snapshot of AM and PM peak hour counts.



AM Peak Hour



PM Peak Hour

PROJECT UNDERSTANDING

FIELD SNAPSHOTS

Taken while in the field on June 7, 2021, following are some of the snapshots of Marine Avenue looking west are presented below:



The 200-second signal cycle at Sepulveda Boulevard creates a westbound queue that extends across the Cedar Ave. intersection.



The westbound left turn phase usually doesn't impact traffic except when it occurs at an inopportune time relative to the Sepulveda signal. The green left arrow in this photo causes the eastbound queue to extend to Sepulveda.



No congestion occurs if the Cedar Avenue signal displays a green at the optimal time relative to the Sepulveda Boulevard signal. However, this is a random occurrence.



A red light at Cedar Avenue displayed at a poor time relative to the Sepulveda Boulevard signal timing causes eastbound traffic (facing the camera) to spill back to the State Highway.

OBSERVATIONS

- Westbound Marine Avenue traffic will back up occasionally across Cedar Avenue, due to the very long 200-second signal cycle on Sepulveda Boulevard (State Route 1). The queues will usually clear after the westbound Sepulveda signal turns green, every 3 minutes and 20 seconds during peak hours.
- The Marine Avenue and Cedar Avenue signal appears to be free-running, i.e., uncoordinated relative to the Sepulveda Boulevard signal. The free-running operation provides minimal delay to motorists, bicyclists, and pedestrians at the Cedar intersection, but contributes to queuing backups that interfere with Sepulveda Boulevard traffic if red lights are displayed at the wrong time.

PROJECT UNDERSTANDING

- Eastbound queuing that extends to Sepulveda Boulevard is a relatively rare event, occurring only if a red light at Cedar Avenue appears when a large platoon of vehicles is served during Sepulveda Boulevard’s eastbound through or southbound left turn signal phases.
- For the vast majority of the time, no traffic congestion occurs in the eastbound direction, not even during peak periods.
- Pedestrian demand to cross Marine Avenue at Cedar Avenue appears to be significant. Removing crosswalks would noticeably impact their access to the shopping center.
- The westbound left turn signal phase at Cedar Avenue serves only a small number of vehicles but poses a large impact to eastbound traffic flow if the phase occurs at inopportune times.
- The north-south Cedar Avenue signal phases appear to be unusually lengthy, possibly due to problems with detector settings or equipment.

KOA will develop multiple alternative treatments to enhance the traffic operation at this intersection, which currently is causing congestion and spillback to the upstream intersection at Marine Avenue/Sepulveda Boulevard. We will confer with the City staff during the project development stage to select the preferred design alternative.



Existing Video Detection Might be Upgraded for Pedestrians and Bicyclists

KOA will review all of the sidewalks and curb ramps for compliance with the latest ADA standards. KOA will design modifications to remove deficiencies, as necessary. All affected landscaping will be restored in-kind. We anticipate no right-of-way acquisition for this project; however, we will provision for a temporary construction easement (TCE) as needed.

We understand that the intersection is at a critical location which serves not only business facilities (Manhattan Village to the north) and residential neighborhoods (to the south), but also might impact the nearby school operations (The Academy, Meadows Elementary). We will work with the City staff to present a palatable design solution to all the impact stakeholders. Any potential impacts will be addressed thoroughly and satisfactorily.

Based on our initial correspondence with the staff and the review of available documents, we understand that there is an existing interconnect pulse that holds the eastbound green signal phase at the project intersection during the southbound left turn phase at the intersection of Sepulveda Boulevard/Marine Avenue. KOA was involved in that interconnect project. However, we’re also aware that heavy eastbound and westbound traffic builds significant vehicle queuing during the remaining phases, causing vehicle stacking through both intersections. Furthermore, the heavy egress/ingress to/from the Manhattan Beach Village shopping center during peak commute periods causes delay to the eastbound and westbound traffic movements. The traffic signal synchronization on Marine needs to be improved to address this queuing and spillback, especially during peak commute periods. With the limited stacking distance (250 feet) between these two closely spaced intersections, we will develop a solution which would tie specific movements from the intersections together in sync and thus alleviate congestion, especially for eastbound traffic at the project intersection.



SCOPE OF WORK

TASK 1 – PROJECT MANAGEMENT

Shirjeel Muhammad, PE will serve as the Project Manager. He has more than 21 years of traffic engineering experience and has prepared numerous projects involving the corridor operations, geometric design, signing and striping, traffic signals, worksite traffic control, street lighting, ITS upgrades, construction specifications, and cost estimating. He has overseen many traffic engineering design projects from inception to completion for several cities across Southern California. We believe that his well-rounded project experience will make this project a successful one for the City of Manhattan Beach. Our project management services will include, but will not be limited to:

- Providing and performing all regular and customary project management services needed to facilitate the successful design, construction, and completion of the project
- Attending a virtual kick-off meeting with the City Project Manager and key staff to review the project deliverables and the City's requirements
- Attending up to three (3) virtual project meetings with City staff
- Maintaining communication with the City's Project Manager for the duration of the project, including PS&E package status, meeting agendas and minutes, schedule updates, action items, etc.
- Maintaining the project schedule and updating it regularly to reflect any significant changes in the project and keeping the City informed of these changes. Our preliminary schedule is included in Attachment B.
- Coordinating with KOA's sub-consultants and the City's Project Manager to resolve project-related issues in a timely manner and to highlight potential complex issues timely
- KOA Corporation's policy is to dedicate a Quality Assurance/Quality Control (QA/QC) budget of close to five percent for applicable tasks. The QA/QC labor will be independent of the team assigned to the production of deliverables. The QA/QC effort will be applied throughout the course of the project.

TASK 2 – BACKGROUND RESEARCH

KOA will work with the City to obtain record drawings and documents relevant to the work site. Record drawings and documents can include, but are not limited to existing improvement plans, topographic maps, centerline ties, corner records, as-built plans, utility plans, etc. We will send our request for record drawings and documents through the City's Project Manager. We understand that the project area has a significant history and build-up. Consequently, we will work closely with the staff to ensure all the previous studies and documentation are available for KOA to consider while designing the best solution for the intersection improvement and making sure that the solution would cause the least nuisance to local and traveling traffic.

TASK 3 - FIELD CHECK AND DATA COLLECTION

Upon receipt of the topographic map and any available as-built records from the City, we will re-visit the project site to verify and document existing conditions. We will conduct fresh counts due to the reopening of businesses after the pandemic. We will investigate and verify existing roadway geometry, utility manholes/valves, signing and striping, power poles, cabinets, fire hydrants, etc. KOA will send a team of experienced and knowledgeable traffic and civil engineers to the project site to fully evaluate the existing conditions.

TASK 4 – UTILITY AND AGENCY COORDINATION

KOA will work with Caltrans staff to make sure that the traffic signal timing modifications at the Cedar Avenue/Marine Avenue intersection will not only significantly affect the operations on mainline Sepulveda Boulevard, but at the same time will provide synchronized feeds to the project intersection. We will obtain the necessary permits from Caltrans due to the possibility of improving some coordinated phases and timings. We understand that the Caltrans crew must be present at the time of any modification of the traffic signal operations at the Marine Avenue/Sepulveda Boulevard intersection.

KOA will obtain from the City a list of utility companies known to own and operate facilities in the City. KOA will send an email with our standard utility response form and a map of the project site to all relevant utility companies. We will request information from them including record drawings of their facilities, prior rights information,



SCOPE OF WORK

and any planned upgrades expected in the near future. Utility responses will be logged and information regarding existing facilities will be shown on our plans. In some cases, the utility owner may require a request presented on City letterhead. We will coordinate these situations, if needed, with the City's Project Manager. KOA will provide the City Project Manager with a utility response list and maps/data received when all utility companies have responded.

TASK 5 - PRELIMINARY ENGINEERING TRAFFIC ALTERNATIVES ANALYSIS

We are already anticipating a change in travel pattern due to the modified design and operation of the project intersection. An analysis will be performed for alternatives under consideration in terms of traffic operations and access impacts to daily commuters as well as businesses and the residential community. New traffic counts will be conducted on street segments likely to be affected by traffic diverted due to restrictions or prohibitions to movements. Intersection level of service, delay, and queuing will be calculated for the predicted traffic operation at all intersections which are significantly impacted. The evaluation will be displayed during public meetings to facilitate questions that may be raised by stakeholders.

TOPOGRAPHIC SURVEY

KDM Meridian, one of KOA's sub-consultants, will conduct a topographic survey at the project intersection. The survey will include centerline, right-of-way, top of curb, flow line, and various elevation points to aid in our street design.

BASE PLAN PREPARATION

Upon completion of our field review, we will prepare accurate base plans. The base plan will show existing centerlines, curb, gutter, right-of-way, curb ramps, driveways, pavement delineations, markings, roadside signs, traffic signal equipment, pull boxes, conduit, utility manholes/valves, and all other information that was documented during our field review. We believe putting extra time and effort into the preparation of accurate base plans is a critical step because they will serve as the foundation of our design. This will eliminate the need to revisit the base plan to make changes, which can result in delays of our deliverables and the project schedule.

PRELIMINARY DESIGN

Upon completion of the base plans, we will begin preparing the conceptual design (35%) for the proposed improvements. We will provide up to three (3) alternatives for the intersection improvement location and one (1) revision of each alternative. At the conceptual design stage, we will be able to identify the feasibility and constructability of this project. We will look at the proposed improvements from a variety of perspectives including, but not limited to safety, functionality, constructability, and available budget. With this method, we can limit the number of changes at the 60% and subsequent design stages.

In conjunction with traffic operational improvements, KOA will make necessary recommendations to replace existing traffic signal poles and mast arms to upgrade to the latest Caltrans standards; rewire the entire intersection due to the traffic signal infrastructure being too outdated; replace the existing traffic signal cabinet and controller to the latest Advanced Traffic Control standards; and replace the existing video detection to a state-of-the-art system that will have a pedestrian and bicycle discrimination feature.

PUBLIC OUTREACH AND WORKSHOPS

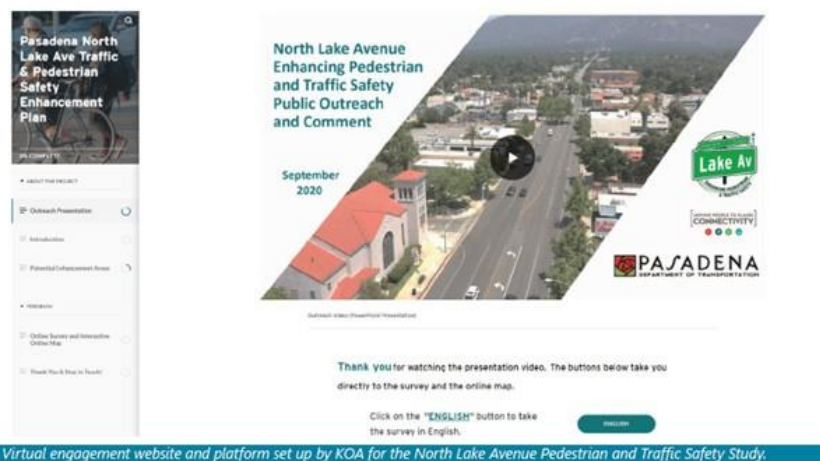
KOA is fully prepared and capable to provide public outreach services whether they be through virtual or in-person meetings. Due to the sensitivity of this project and a possible traffic impact to the surrounding communities (residential, school, business), KOA is provisioning for up to ten (10) public outreach meetings and workshops including the presentation at City Council meeting if required.

We anticipate some of the meetings might be Virtual nonetheless, for all the meeting conditions, KOA will support the City by preparing graphic materials, such as concept drawings, informational handouts, and computer-generated

SCOPE OF WORK

presentations. The materials will display any relevant plans or drawings, depending on the current project stage. At such meetings, KOA staff will be available to answer project questions, document community input, and ensure that the process is as transparent and interactive as possible. KOA’s planners and engineers are bilingual (English/Spanish) and can provide answers and/or present to residents who might only speak Spanish.

Our team will support the City in conducting the meetings by preparing any necessary posters, plans, or schematics that will adequately illustrate to meeting participants what the project is and its anticipated effects. All materials will be made available digitally to ease sharing with participants.



Example of KOA’s Virtual Engagement Materials

TASK 6 – ENVIRONMENTAL ANALYSIS

KOA’s sub-consultant, Impact Sciences, will be assigned to complete this task within a given time frame. Impact Sciences will initially prepare a general Summary Report to include the technical documentation necessary to support the finding for a Class 1 – Existing Facilities, Categorical Exemption. The required documentation will include the description of the project as outlined above and the summary analysis documenting that the project does not have the potential to create any significant environmental impacts.

Impact Sciences will provide the Summary Report to the City for one round of review and revisions. Following final approval of the Summary Report by the City, the signed Notice of Exemption will be filed with the Los Angeles County Clerk’s office by Impact Sciences, if requested. Additional noticing and/or mailing are not included in this scope of work. Based on the preferred design alternative selected, Impact Sciences may prepare the mitigated negative declaration (MND) document for the project if the preferred alternative would impact the traffic patterns within the surrounding neighborhood.

TASK 7 – SIGNAL OPERATION STUDY

KOA will prepare a localized Synchro and Sim Traffic model including the upstream major intersection at Marine Avenue and Sepulveda Boulevard. With the assumption that changes to signal timing on a state highway are unlikely, we will keep the existing timing and phasing at that intersection as locked while working at the Cedar Avenue/Marine Road intersection. This will ensure there are no disruptions to the Caltrans corridor. We will coordinate with the major intersections and propose an optimized offset and phase sequence to improve the arrival platoon for eastbound through traffic. As mentioned previously, KOA will recommend additional upgrades and signal modification as necessary to accommodate the advanced signal operations.

SCOPE OF WORK

In the end, we will share all the traffic counts and timing data for the City to upload to RIITS and Measure Up! Program. A traffic signal timing chart for the final preferred alternative will be prepared for the implementation of optimized signal timing at the intersection of Marine Avenue and Cedar Avenue.

TASK 8 – FINAL ENGINEERING DESIGN AND PLANS

After the conceptual design plans have been approved by the City, we will move forward in preparing the 60% submittal package. Submittals will be made to the City at the 60%, 90%, and 100% design stages. The submittal package will include:

- Title Sheet
- General Notes, Details
- Intersection Improvement and Traffic Signal Modification Plans

PLANS

Based on the as-built plans, KOA will prepare traffic signal modification plans to accommodate the design of the proposed improvements at the project location. KOA will suggest necessary traffic signal upgrades which would enhance the traffic operations. Our scope of work will include:

- Preparing an intersection base plan at a scale of 1"=20' for the location. The base plan will show centerlines, right of way lines, relevant existing and proposed street improvements, signing and striping, and traffic controls.
- The drawings will include equipment lists, pole relocations, temporary signal operation, notes, and schedules.
- The plans will also include any minor signing and striping improvements required.

The design plan will be submitted at the 60%, 90%, and 100% design stages.

SPECIFICATIONS

KOA will prepare the technical specifications using the City's boilerplate template. We will use the Standard Specifications for Public Works Construction (latest edition) and Caltrans Standard Specifications throughout the course of this project as a basis for specification preparation. Specifications will be submitted at the 90% and 100% design stages.

COST ESTIMATES

KOA will prepare and submit a cost estimate with the 90% plan submittal to the City. KOA will apply market construction costs for each bid item to the quantities measured using a combination of available sources including published Caltrans data, recent bid prices from other local projects, and any other data provided for our use. The resulting deliverable will be a line-by-line estimation of quantities, bid prices, sub-totals and one grand total of the estimated cost to construct these improvements.

POTHOLING

KOA's sub-consultant, Safe Probe, will be assigned to perform utility location services using air-vacuum and soil excavation method. Safe Probe will be responsible to provide safe maintenance of adjacent traffic using standard Traffic Control implementation. Other tasks include; obtaining necessary permits, providing photos of any exposed utility, and USA coordination. The utilities will be measured to one tenth of a foot from existing ground to top of utility, identified as to type, location, and size of pipe. The scope includes up to six (6) pothole locations at the project intersection.

TASK 9 - RIGHT-OF-WAY

The Right-of-Way task is assumed to not be needed; however, based on the results from the previous tasks, the KOA team will revisit this task, if needed.



SCOPE OF WORK

TASK 10 – CONSTRUCTION SUPPORT SERVICES

KOA will provide assistance to the City during the project bidding period. We will assist the City in responding to contractor questions related to the project design and prepare up to one (1) plan revision if required. We will attend the pre-bid and pre-construction meetings as requested by the City. We will be available throughout the construction phase to respond to technical queries. At the end of construction, KOA will work with the Contractor and the City staff to prepare as-built plans for the City's records. KOA will review all the submittals from the Contractor, including material submittals. Furthermore, KOA will be available to respond to RFIs (requests for information) from the Contractor.

CITY OF MANHATTAN BEACH MARINE/CEDAR IMPROVEMENT PRELIMINARY PROJECT SCHEDULE	2021/2022																								
	OCTOBER				NOVEMBER					DECEMBER				JANUARY				FEBRUARY				MARCH			
	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	7	14	21
TASK 1: PROJECT MANAGEMENT																									
General Project Management & Meetings	[Light Blue]																								
TASK 2: BACKGROUND RESEARCH																									
Background Research	[Light Blue]																								
TASK 3: FIELD CHECK AND DATA COLLECTION																									
Field Survey	[Light Blue]																								
TASK 4: UTILITY AND AGENCY COORDINATION																									
Utility and Caltrans Coordination	[Light Blue]																								
TASK 5: PRELIMINARY ENGINEERING																									
Traffic Alternative Analysis	[Light Blue]																								
Topographic Survey	[Light Blue]																								
Base Plan Preparation	[Light Blue]																								
Preliminary Design	[Light Blue]																								
Public Outreach Meetings/Workshops	[Light Blue]																								
TASK 6: ENVIRONMENTAL ANALYSIS																									
Environmental Studies	[Light Blue]																								
TASK 7: SIGNAL OPERATION STUDY																									
Preparation of Model	[Light Blue]																								
LOS Operation Results	[Light Blue]																								
TASK 8: FINAL ENGINEERING AND DESIGN PLANS																									
60% Submittal	[Light Blue]																								
90% Submittal	[Light Blue]																								
100% Submittal	[Light Blue]																								
TASK 9: RIGHT OF WAY																									
Right of Way Acquisition	[Light Blue]																								
TASK 10: CONSTRUCTION SUPPORT SERVICES																									
Bidding Assistance	[Light Blue]																								

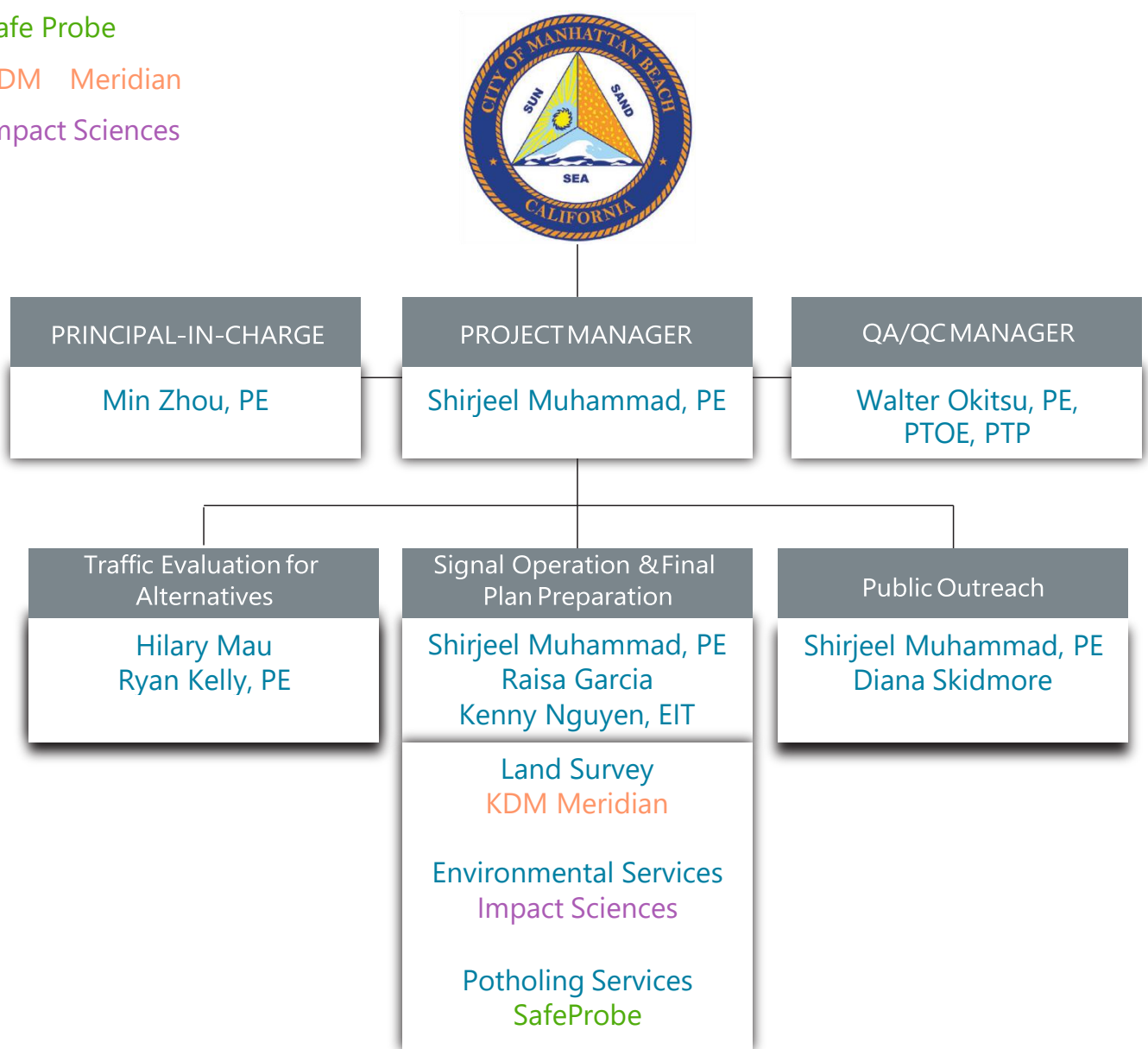
LEGEND:
 KOA TASK
 CITY REVIEW



ORGANIZATION CHART

LEGEND:

- KOA
- Safe Probe
- KDM Meridian
- Impact Sciences





ATTACHMENT A | FEE PROPOSAL

EXHIBIT B
APPROVED FEE SCHEDULE

FEE PROPOSAL

CITY OF MANHATTAN BEACH

MARINE AVENUE/CEDAR DRIVE INTERSECTION IMPROVEMENT


 DELIVERABLES Hourly Rates (Fully Burdened)	Senior Engineer II	PM / Senior Engineer I	Senior Associate Engineer/Planner	Associate Engineer Planner	Admin Assistance	Total Hours	Other Direct Costs	KOA TOTAL	SUB Environmental Potholing Survey	TEAM TOTAL
	Hourly Rates (Fully Burdened)	\$237.00	\$198.00	\$128.00	\$100.00	\$80.00				
BASE SERVICES										
TASK 1: PROJECT MANAGEMENT										
Kick-off Meeting (Virtual)		2	1			3		\$524.00		\$524.00
Design Progress meeting with City Staff		10	5			15	\$500.00	\$3,120.00		\$3,120.00
General Project Management		24	8		4	36		\$6,096.00		\$6,096.00
QA/QC Review	40					40		\$9,480.00		\$9,480.00
SUBTOTAL	40	36	14		4	94	\$500.00	\$19,220.00		\$19,220.00
TASK 2: BACKGROUND RESEARCH										
Background Research		8	16	24		48		\$6,032.00		\$6,032.00
SUBTOTAL		8	16	24		48		\$6,032.00		\$6,032.00
TASK 3: FIELD CHECK AND DATA COLLECTION										
Field Survey/Counts		8	4	16	1	29	\$1,500.00	\$5,276.00		\$5,276.00
SUBTOTAL		8	4	16	1	29	\$1,500.00	\$5,276.00		\$5,276.00
TASK 4: UTILITY AND AGENCY COORDINATION										
Utility and Caltrans Coordination		40	16	16	2	74		\$11,728.00		\$11,728.00
SUBTOTAL		40	16	16	2	74		\$11,728.00		\$11,728.00
TASK 5: PRELIMINARY ENGINEERING										
Traffic Alternative Analysis		8	16	60		84		\$9,632.00		\$9,632.00
Topographic Survey (KDM)			4			4		\$512.00	\$19,510.00	\$20,022.00
Base Plan Preparation		4	8	40		52		\$5,816.00		\$5,816.00
Preliminary Design		8	16	60		84		\$9,632.00		\$9,632.00
Public Outreach Preparation		8	16	32	2	58	\$500.00	\$7,492.00		\$7,492.00
Public Meetings/Workshops (10)		8	20	8		36		\$4,944.00		\$4,944.00
SUBTOTAL		36	80	200	2	318	\$500.00	\$38,028.00	\$19,510.00	\$57,538.00
TASK 6: ENVIRONMENTAL ANALYSIS										
ISI (CE/PES/MND)					1	1		\$80.00	\$16,195.00	\$16,275.00
SUBTOTAL					1	1		\$80.00	\$16,195.00	\$16,275.00
TASK 7: SIGNAL OPERATION STUDY										
Preparation of Model		12	4	40		56		\$6,888.00		\$6,888.00
LOS and Operation Results		12	8	40		60		\$7,400.00		\$7,400.00
SUBTOTAL		24	12	80		116		\$14,288.00		\$14,288.00
TASK 8: FINAL ENGINEERING DESIGN AND PLANS										
60% Submittal										
PS&E		8	16	60	1	85		\$9,712.00		\$9,712.00
90% Submittal										
PS&E		8	16	30	1	55		\$6,712.00		\$6,712.00
100% Submittal										
PS&E		4	8	24	1	37		\$4,296.00		\$4,296.00
Potholing (6)									\$9,300.00	\$9,300.00
Additional Services needed for Potholing (6)					1	1		\$80.00	\$3,950.00	\$4,030.00
SUBTOTAL		20	40	114	4	178		\$ 20,800.00	\$ 13,250.00	\$ 34,050.00
TASK 9: RIGHT-OF-WAY										
Right of Way Acquisition								\$ -		\$ -
SUBTOTAL								\$ -		\$ -
TASK 10: CONSTRUCTION SUPPORT SERVICES										
Bidding Assistance		8	4		1	13		\$2,176.00		\$2,176.00
Submittal Review and RFI Responses		24	16			40		\$6,800.00		\$6,800.00
Minor Plan Revisions (2)		4	4	40		48		\$5,304.00		\$5,304.00
SUBTOTAL		36	24	40	1	101		\$14,280.00		\$14,280.00
TOTAL BASE SERVICES (HOURS)	40	208	206	490	15	959				
GRAND TOTAL	\$9,480	\$41,184	\$26,368	\$49,000	\$1,200		\$2,500.00	\$129,732.00	\$48,955.00	\$178,687.00

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, 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.

**Marine Avenue at Cedar Avenue Traffic Signal and Intersection Improvements
Project**

Budget and Expenditures

Total Project Funding	
Measure R South Bay Highway Program	\$ 900,000
Prop C Local Return Funds	\$ 85,440
TOTAL FUNDING	\$ 985,440

Total Expenditures	
Design Contract: KOA Corporation (Original Contract)	\$ 178,687
TOTAL DESIGN EXPENDITURES	\$ 178,687
Construction Phase (TBD)	\$ 806,753
TOTAL ESTIMATED CONSTRUCTION PHASE EXPENDITURES	\$ 806,753
TOTAL	\$ 985,440



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Erick Lee, Public Works Director
Prem Kumar, City Engineer
Helen Shi, Senior Civil Engineer
Erik Zandvliet, City Traffic Engineer

SUBJECT:

Consideration of a Resolution Approving a Professional Services Agreement with Iteris, Inc. for Engineering Design Services in the Amount of \$89,775 for the Four Crosswalk Improvements Along Valley Drive and Ardmore Avenue Near Live Oak Park Project; Authorize the City Manager to Execute the Agreement (Public Works Director Lee).

APPROVE RESOLUTION NO. 21-0072

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution:

- 1) Approving a Professional Services Agreement with Iteris, Inc. for Engineering Design Services in the amount of \$89,775 for the Four Crosswalk Improvements along Valley Drive and Ardmore Avenue near Live Oak Park Project.
- 2) Authorizing the City Manager to execute the Professional Services Agreement.

FISCAL IMPLICATIONS:

Funding in the amount of \$523,768 for the Annual Non-Motorized Transportation Program (Bike Lanes, Crosswalks) was approved as part of the City's Fiscal Year (FY) 2021-2022 through FY 2025-2026 Capital Improvement Plan (CIP) from the CIP Fund. There are sufficient funds currently budgeted for the design phase of the project. The Project's Budget and Expenditures Report is provided as an attachment to this report.

BACKGROUND:

Currently, the following crosswalks are uncontrolled crossings along major routes used by pedestrians that may be enhanced to provide better visibility to motorists:

- Valley Drive and 17th Street (midblock crossing in front of the Joslyn Center);
- Ardmore Avenue and 17th Street;
- Valley Drive and 18th Street (midblock crossing in front of the Live Oak Park kid's playground); and
- Ardmore Avenue and 18th Street

The City Council has made pedestrian safety and crossing enhancements a high priority in its overall Work Plan. During the May 3, 2017, City Council retreat, a Plan Zero Pedestrian Improvement Plan was proposed. Plan Zero's goal is to eliminate traffic-related pedestrian accidents and fatalities. The City's efforts to achieve this goal include reviewing existing policy documents (such as the Downtown Specific Plan and Mobility Plan) and conducting a citywide pedestrian safety study to determine which locations should be prioritized to reduce the potential for collisions involving pedestrians.

At the May 30, 2017, Capital Improvement Plan/Budget workshop, the City Council gave staff direction to explore various crosswalk enhancement opportunities that could be incorporated into planned CIP projects.

At the January 16, 2018 City Council meeting, several Council members spoke on the need to improve the condition of existing crossings and enhance others with flashing beacons, in-roadway warning lights and special signal timing. The Council also emphasized the need to develop a crosswalk policy, identify funding for capital improvements, and address high priority locations.

On March 20, 2018, the City Council discussed the background and status of the crosswalk enhancement evaluation. The City Council gave direction to continue moving forward with previously approved grant funded pedestrian improvements, review potential crossing locations in the City, and prioritize additional locations for potential inclusion in the CIP.

On September 26, 2019, the Parking and Public Improvements Commission discussed the staff report prepared by the City's Traffic Engineer and heard public testimony from four residents. The Commission supported staff's methodology and prioritization. The Commission also suggested that pedestrian volume be considered as a ranking criterion, and that phased-improvements prioritize low cost measures for time-efficiency.

On February 4, 2020, the City Council approved the Parking and Public Improvements Commission's Recommendation to Incorporate Proposed Crosswalk Enhancements into New or Ongoing Projects as Part of the City's CIP. The staff report with recommended crossing locations for improvements are provided as an attachment to this report.

The four pedestrian crosswalks proposed above are included in the priority list recommended by the City's Traffic Engineer. This project will improve safety at the above mentioned high flow crossings by implementing treatments that will enhance pedestrian safety and increase visibility and awareness for both drivers and pedestrians.

DISCUSSION:

The Public Works Department issued a Request for Proposals on PlanetBids on March 18, 2021, for professional engineering services for the project, as well as the email notifications to a list of qualified design consultants. The City did not receive any proposals by the proposal submission deadline of April 15, 2021.

Subsequently, in an effort to expedite the construction of the crosswalk improvement project, the City staff proceeded with the invitation of eligible consultants previously engaged by the City. These selected consultants provided excellent design services on past City projects with records of conducting thorough and satisfactory engineering design work. In addition, one other consultant (Provost & Pritchard) that has not done work for the City in the recent past also voiced its interest in the project, resulting in the request for service efforts focused on the below listed five consultants:

- AGA Engineers, Inc.
- Iteris, Inc.
- KOA Corporation
- NV5
- Provost & Pritchard

Eventually, City staff received three proposals from Iteris, Inc., KOA Corporation and Provost & Pritchard. Proposals were evaluated and ranked by an evaluation committee of City staff according to the following selection criteria:

- Demonstrated understanding of the requested scope of services and overall successful project delivery, including resource allocation matrix
- Staffing qualifications and experience of key personnel and sub-consultants
- Project management methods, quality control and focus on timeliness/scheduled delivery
- Consultant's familiarity with local (sensitivity) conditions

Iteris was selected as the most qualified firm with the best overall proposal. Iteris' assigned staff has excellent experience on similar projects, identified and understands the key project issues, and proposed an appropriate level of staffing for the size and complexity of the project. The consultant's scope of work and methodology was clearly outlined to complete the project in a timely manner. Completion of plans, specifications and cost estimates for the project is expected to take approximately six months. The project will then be ready for construction bidding. Therefore, staff recommends that the City Council authorize the City Manager to execute an agreement with Iteris for a total not-to-exceed cost for the engineering services of \$89,775.

PUBLIC OUTREACH:

The scope of work in Iteris' Professional Services Agreement (attached to this report) includes community outreach meetings during the design process. Depending on the outcome of these initial public meetings, additional public meetings may be scheduled, if needed.

ENVIRONMENTAL REVIEW:

As part of Iteris' scope of work, all environmental concerns will be reviewed and discussed with

City staff. Once the issues have been closely studied and evaluated, the appropriate findings in compliance with the California Environmental Quality Act (CEQA) will be prepared.

LEGAL REVIEW:

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

ATTACHMENTS:

1. Resolution No. 21-0072
2. Agreement - Iteris, Inc.
3. Staff Report - February 4, 2020
4. Budget and Expenditures Report

RESOLUTION NO. 21-0072

A RESOLUTION OF THE MANHATTAN BEACH CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND ITERIS, INC. FOR ENGINEERING SERVICES FOR FOUR CROSSWALK IMPROVEMENTS ALONG VALLEY DRIVE AND ARDMORE AVENUE

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 Iteris, Inc. four crosswalk improvements along Valley Drive and Ardmore Avenue near Live Oak Park Project in an amount not-to-exceed amount of \$89,775.

SECTION 2. The City Manager is hereby authorized to execute the agreement with Iteris, Inc.

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

ADOPTED on August 24, 2021

AYES:
NOES:
ABSENT:
ABSTAIN:

SUZANNE HADLEY
Mayor

ATTEST:

LIZA TAMURA
City Clerk

DESIGN SERVICES AGREEMENT

This Design Services Agreement (“Agreement”) is dated August 24, 2021 (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and Iteris, Inc., Delaware corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party”.

RECITALS

A. City desires to utilize the services of Consultant as an independent contractor to provide Design Services for the Crosswalk Improvement Project.

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

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

The Parties therefore agree as follows:

1. **Consultant’s Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) for design services for the Crosswalk Improvement 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 Scott Carlson, Regional 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.

Approved for Use 3/1/2021

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

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

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

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

H. Prevailing Wages. This Agreement calls for services that, 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, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$89,775.00 (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, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where authorized) the City Manager shall be reimbursed in the amounts

authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Helen Shi at hshi@citymb.info. 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
Attn: Helen Shi, Sr. Civil Engr.
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5354
Email: hshi@citymb.info

TO CONSULTANT:

Iteris, Inc.
Attn: Scott Carlson, Vice President
1700 Carnegie Avenue, Suite 100
Santa Ana, California 92705
Telephone: 949-270-9578
Email: sec@iteris.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, 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:
Iteris, Inc.,
a Delaware corporation

By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:
By: Scott Carlson 8/5/2021
Name: Scott Carlson
DocuSigned by:
By: Ramin Massoumi 8/6/2021
Title: Vice President
Name: Ramin Massoumi
Title: Senior Vice President

ATTEST:

By: _____
Name: Liza Tamura
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow 8/16/2021
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S. Charelian 8/16/2021
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee 8/10/2021
Name: Erick Lee
Title: Public Works Director

EXHIBIT A SCOPE OF SERVICES



949.270.9400
iteris.com

1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

July 21, 2021

Ms. Helen Shi, PE, Project Manager
Public Works Facility
3621 Bell Avenue
Manhattan Beach, CA 90266

Re: Engineering Services Proposal for Crosswalk Improvement Project in the City of Manhattan Beach

Dear Ms. Shi:

The City of Manhattan Beach (City) is seeking a qualified consulting team to provide Crosswalk Improvements and street improvements design services at various locations.

Iteris, Inc. (Iteris) Team, in which is complemented by the inclusion of **Cannon Corporation**, blends Iteris' expertise in ITS/traffic signal design and operations with Cannon's experience in street improvement project to provide the City with practical and innovative solutions. Iteris has collaborated with Cannon on several projects similar in scope. Combined, the Iteris Team will provide comprehensive services and the depth of resources necessary to successfully deliver the requirements of this project, on schedule and within budget.

Our team is pleased to present this scope of work on the following pages to provide the work associated with the Crosswalk Improvement Project in the City. After a review of the four project intersections via google earth, it appears two of the ramps may be compliant, however this will be verified during the field review. The Team propose to upgrade the following ramps using 2021 Caltrans standard plans at the following locations:

- Valley Drive and 17th Street
 - West ramp – Mostly compliant, but may need extension of the sidewalk at the back of walk to meet ADA clearance
 - East ramp - Needs ramp reconstruction and raised curb islands
- Valley Drive and 18th Street
 - West ramp – Existing light pole on ramp wing may not provide adequate ADA clearance width. This ramp may need curb extension into the street or curb ramp memorandum
 - East ramp – Needs new ramp and raised curb islands
- Ardmore Avenue and 17th Street
 - West ramp – Needs reconstruction
 - NE ramp – Needs reconstruction and curb ramp memorandum because of steep street slopes
 - SE ramp – Needs reconstruction and curb ramp memorandum because of steep street slopes
- Ardmore Avenue and 18th Street
 - West Ramp – Needs reconstruction
 - NE Ramp - Needs curb ramp memorandum because of steep street slopes and existing utility pole and hydrant on ramp wings
 - SE Ramp - Needs reconstruction and curb ramp memorandum because of steep street slopes. Existing sidewalk may not provide adequate ADA clearance

In addition to the ADA ramp improvement, Iteris is proposing Rectangular Rapid Flashing Beacon (RRFB) or Shield Flashing Beacon at four project locations. The proposed improvements at the crossing will improve safety and increase visibility for drivers and pedestrians. Based on preliminary assessment the civil improvements includes ten (10) curb ramps, five (5) curb ramp memorandum, and four (4) curb islands.

SCOPE OF WORK

TASK A. PROJECT MANAGEMENT AND MEETINGS

Iteris strongly believes that excellent project management is essential in the successful completion of any project. Successful completion does not only mean finishing the project, but also completing the project to the client's satisfaction, within budget, and on schedule. As part of Iteris' project management strategy, **Mrs. Naree Kim (PM)** will serve as the principal contact with the City and other entities per the City's direction. As part of the Project Management task, **Mrs. Kim** will be available to attend regular meetings and pre-bid meetings with City staff, and to prepare and present status reports with support from task managers. Should questions arise throughout the duration of the project, Mrs. Kim will be available to City staff, and will also be available for special coordination meetings up to four (4) times with other stakeholders. Mr. Paul Frislie, PE, IMSA, will support Mrs. Kim as Senior Advisor on this project. Iteris' proposed project team organization chart is shown below.



Iteris' PM approach has been developed through many years of experience, and has proven effective in measuring progress, anticipating problems, reacting quickly to changes in the requirements and maintaining schedule integrity. This approach is designed with checks and balances that have resulted in an impressive track record of successful projects. Key elements that contribute to the success of this approach include:

- **Communication:** Active and open communication between the City and the Iteris Team is vital. Communication is essential to the successful outcome of any project. The Team's primary objective is to keep the City abreast of the developments that impact the project. For this particular project, communication between the project team and utility companies, will be vital as well.
- **Internal Quality Assurance/Quality Control (QA/QC):** The Iteris Team's quality assurance also includes internal management reviews. Iteris' upper-level management is committed to maintaining a proper environment for the successful execution of the project, providing projects with adequate resources, and monitoring the effectiveness of the project PM and the project team. Internal management conducts monthly project review meetings, reviewing the current project status against the current project schedule to ensure that projects are kept on

schedule and on budget. Mr. Bernard Li, EE, TE, will be the Senior Advisor in charge of the QA/QC process and will review all the documents and plans prior to each submittal.

- **Design and Construction Schedule:** Iteris will prepare a detailed design and construction schedule for the project. The design schedule will be provided at the kick-off meeting and as design progresses, a detailed construction schedule will be provided.

Shortly after receipt of Notice to Proceed (NTP), a project kick-off meeting will take place, which will be attended by representatives from the Iteris Team, City and other project stakeholders, as appropriate. The purpose of this meeting will be to ensure that participants understand and support project goals and the plan to achieve them.

The Iteris PM will submit a monthly written progress report to City. In this report, the Iteris PM will discuss activities conducted during the reporting period (typically the previous calendar month) as well as a look at anticipated activities for the upcoming reporting period. The monthly progress report will provide the data necessary to track the progress of the work plan, in terms of budget and schedule adherence, and will forecast future expenditures and deliverable dates. Typical subjects covered in the monthly progress report include:

- Summary of activities during the month
- Planned activities for the next month
- Concerns or problems encountered and planned solutions
- Up-to-date project schedule
- Status of subcontractors
- Status of open and closed items
- Status of deliverables
- Forecast of cost to complete
- Documentation changes to the SOW

Deliverables

- Kick-off meeting agenda, meeting minutes, and attendance sheet
- Monthly progress report and invoice
- Project schedule

TASK B. BACKGROUND RESEARCH

Prior to design, the Iteris Team will obtain all the pertinent data from the City including existing improvement plans, maps, as-built drawings, utility plans, reports, centerline ties, and studies.

Additionally, the Iteris Team will perform a field investigation to verify all existing features on the as-built plans and to identify all the relevant site features. Existing physical street improvements, utilities and obstructions, signing and striping and other relevant items would be located in the field with sufficient precision to be shown accurately on the design base. All information obtained from records will be verified in the field in conjunction with this review within the project area plus 50 feet outside of the project area. Iteris will also identify all traffic related equipment that does not conform to the latest City and California Department Transportation (Caltrans) standards and specifications.

Deliverables

- Field notes and photographs (upon request)

TASK C. UTILITY & AGENCY COORDINATION

The Iteris team will conduct a detailed utility search within the project limits (as shown on Exhibit A under Task E) using the following process:

- Obtain the list of utility agencies with facilities within the project limits using Underground Service Alert and/or City-provided utility contact list.
- Iteris will obtain City of Manhattan Beach utility notice template with City letterhead from the City and provide it to our team. Our team will send the utility notices (printed on City letterhead) to all agencies included in the list.

Our scope includes sending utility notices at each of the four (4) separate milestones (concept, 60%, 90% and 100%) during the course of design development.

- Create and maintain a database tracking utility agency responses.
- Include known existing utilities (within the project limits shown on Exhibit A on page 5) on the project base plans.
- Send latest available plans to utility companies with the second, third, and fourth utility notices.

Deliverables

- Utility letters
- Utility matrix

TASK D. FIELD VERIFICATION

Our team will conduct two field reviews. One field review will be performed after completion of the topographic survey and preparation of the project base map to obtain an overall perspective on existing conditions, note potential utilities issues, and understand other construction challenges. From the data collected during our field review, the project's existing CAD base map may be updated. The second field review will be performed by our team's project manager and the City's project manager once the 100% plans are completed prior to the City advertising the PS&E for bidding purposes. Our team will correct any 100% plan discrepancies noted during second field review and issue a revised final plan set.

Deliverables

- Field verification notes (upon request)

TASK E. SURVEY AND SITE CONDITIONS

Crosswalk Surveys

Ardmore & 18th St.
Ardmore & 17th St.
Valley & 18th St.
Valley & 17th St.

The fees quoted herein are based upon the current California Prevailing Wage requirements and all field personnel have been cleared by the Live Scan fingerprint and background check process. Our team anticipate a 10-working day schedule (weather permitting) from the received Notice to Proceed and access to the site to complete the requested topographic survey.

1. Research – Project Setup

Our team will obtain copies of record data maps (i.e.: Tract Maps, Parcel Maps and Records of Survey), Corner Records, Centerline Tie Notes and Benchmarks from the County of Los Angeles & the City of Manhattan Beach. Our team will provide necessary project coordination, survey crew coordination and office support calculations to dispatch survey crews with all necessary support data.

2. Horizontal, Vertical, Record Boundary Control

Our team will establish project horizontal control based upon record information and the Leica Real Time GPS Network obtained during the research process. A verification of existing site survey monuments will be made as a means of establishing the project limits relative to the street center lines of record. The vertical control will be based upon the City of Manhattan Beach Benchmarks.

Our team will perform a record boundary survey to retrace and verify the street right of ways of record based upon the available documents obtained during the research process. No Title Report has been provided or is anticipated for this project.

3. Site Topography (See Exhibit A)**A. Field Locations & Elevations**

Our team will obtain ground specific field locations and elevations in accordance with the project RFP within the defined mapping limits. Said areas will include the existing ADA Paths of Travel as depicted on Exhibit A. Detail and mapping interval will be sufficient to ensure ADA compliance.

B. Compile Topographic Survey Map

Our team will prepare a detailed Topographic Survey Map based upon on the ground locations and elevations within the defined mapping limits in accordance with the ALTA/NSPS Land Title Surveys 2021 mapping requirements for the project specified area.

Said mapping will include:

- A scale of 1' = 20'
- One half foot (0.5') Contours
- Twenty-five (25') foot or less spot elevations
- Hardscape areas & sidewalk paths

4. Base Mapping – our team will prepare the base map for the civil plans utilizing the topographic survey map.

Exhibit A**LEGEND:**

- MEDIAN AREA IS EXCLUDED FROM SURVEY LIMITS
- LIMITS OF SURVEY

Deliverables

- Topographic map (upon request)

TASK G. CONSTRUCTION PLANS AND SPECIFICATIONS

Subtask G.1. Street Improvement Plans

Conceptual Plans

Our team will prepare a preliminary concept plan of the curb ramp, sidewalk, and raised curb island improvements. The plan will show the existing utility impacts using data collected from Task E and any data received from utility companies during Task C. Our team will also prepare a conceptual level engineer's opinion of probable cost (OPCC). Our team will use unit cost data using information provided by the City, recent projects, and/or the Caltrans contract cost database.

The plan will be prepared at 1" = 5' or 1" = 10' scale on a 24" X 36" sheet unless otherwise specified by the City (up to 3 sheets).

Our team will utilize the outcome of the conceptual plans to develop subsequent plans, estimate, and technical specifications for civil work associated with curb ramp, sidewalk, and raised curb island improvements. However, our team will incorporate Iteris' plans, specifications, & estimate, and compile the overall package. The specifications will include the front-end section and be based on the City boiler plate provided by the City. This scope includes addressing one (1) round of conceptual submittal package review by the City and the Manhattan Beach Grand Prix Event organization.

- General Civil Notes and Index Map (1 sheet)
- Curb Ramp Details (3 sheets @ 1" = 5' scale)

Subtask G.2. Rectangular Rapid Flashing Beacon (RRFB) or Shield Flashing Beacon Plans

RRFB or Shield Flashing Beacon plans will be prepared for four (4) locations utilizing base drawing developed by previous task. Proposed new and/or modified facilities including signing and striping will be designed and show on the drawing to create a complete RRFB or Shield Flashing Beacon installation plans acceptable to the City. The plan will conform to the requirements of the City of Manhattan Beach and will reference the latest edition of the California Manual on Uniform Traffic Control Devices (MUTCD), and the latest edition of the Caltrans Standard Plans and Specifications. The installation plans will be prepared in 20 scale up to four (4) sheets.

The plans will be reviewed, consistent with Iteris' quality control procedures. Upon completion of this review, 60%, 90% and Final plans will be submitted to the City for review and approval. The final plans will be signed and sealed by a Professional Engineer.

Subtask G.3. Cost Estimates and Specifications

Our team will prepare an itemized engineer's construction cost estimate to be included in all progress level. A final Contract Item List (Bid Sheet) for all work items shown on the plans will be prepared for the final submittal. The cost estimate will include quantities and unit costs with back up information as necessary.

Additionally, our team will prepare street and technical specifications and Bid Package Documents using the City's most current boilerplate. The specifications will be submitted along with the plans to the City at 90% and 100% submittals for approval. Our team will also prepare any special provisions relating to our design work, if needed. All the traffic engineering design improvements will conform to the Caltrans Standard Specifications and Standard Plans, while all the roadway improvement design will conform to the "Greenbook" Standard Specifications for Public Works Construction.

Deliverables

- Plans, specification and estimate at 60%, 90% and Final progress level
- Draft and final curb ramp memo

TASK H. BIDDING AND CONSTRUCTION ASSISTANCE

Services provided during this phase of a project are aimed at preparing for the implementation of a construction project. Potential problems can be avoided or minimized by getting Iteris involved in the project prior to the start of construction activities. To be effective, Iteris proposes to use staff for construction support who were involved in the projects' design phase, offering the City construction support staff who have a thorough understanding of the integration requirements as well as comprehensive knowledge of defined project goals. Iteris will provide personnel with experience and expertise in traffic system design, traffic system integration and a complete understanding of the requirements and goals of this project. In support of this task, Iteris will conduct the following activities:

- Attend pre-bid meeting (if necessary)
- Respond to bidders questions on the PS&E package
- Assist with preparations of addendum(s)

Iteris will provide construction support to City inspection staff. During construction, Iteris staff will help the City staff approve traffic control, review RFIs, daily reports, etc. Iteris will make on-site inspections to check the quality and quantity of the work performed by all trades, if needed. This will assist the City in avoiding defects and deficiencies in the work of the Contractor. As necessary, Iteris will inspect construction to evaluate the Contractor's compliance with the intent of the construction documents. In support of this task, Iteris will conduct the following activities:

- Attend the pre-construction meeting and provide technical guidance with regards to the PS&E package.
- Review project construction schedule.
- Respond to Requests for Information (RFIs) and, if necessary, revise and/or modify plans based on construction changes made in the field.
- Be available for construction site visits to assist with resolution of problems that arise during construction.
- Respond to RFIs and revise and/or modify plans based on construction changes made in the field.
- Assist City staff in the preparation of contract change orders.
- Participate in the final walk through ensuring compliance with construction requirements and providing a thorough "punch-list" of items that must be corrected and/or completed to satisfy the project requirements.

Following construction, Iteris will coordinate with the Construction Manager to develop as-built drawings. The City will provide Iteris with the red-line markups of changes made during construction and Iteris will transfer that information to the CAD drawings to provide the City with full size reproducible as-built plans.

Deliverables

- Final As-Builts

TASK I. PUBLIC OUTREACH

Iteris Team will attend up to two (2) public outreach meeting one during design progress between 60% to 90% and the second one prior to construction. Our team will prepare presentations with design progress and handout materials.

OPTIONAL TASK. LEGAL DESCRIPTION AND EXHIBIT

Our team will prepare two (2) legal and exhibit for temporary construction easements. The documents will be prepared and stamped by a Professional Land Surveyor and provided to the City for attachment to grant documentation provided by others. It is assumed that the City will provide a current title report for the affected areas/properties.

ASSUMPTIONS

- Our team is not responsible and cannot be held accountable for the accuracy of As-Builts or Record Drawings provided by the Agencies or utility providers. Our team has no means of determining whether subsurface features were constructed per the construction / improvement drawings and does not claim to do so.
- Scope excludes outside agency fees, traffic control plan preparation, right-of-way acquisition, design of utility

relocations, potholing utilities, SWPPP preparation, landscaping and irrigation design, advertising for bids and awarding of construction contracts, construction management/administration, inspection and materials testing for the construction phase, pre- and post-construction corner records, and construction staking.

- Based on conversations with the City, preparing plats and legal descriptions is not anticipated for this project. Our team's scope excludes preparing plats and legal descriptions.
- All work not set forth in the scope of work will be deemed additional work. Should additional work be required, it is the responsibility of City staff and/or our team to initiate negotiations for such work. Additional work will be charged at our regular hourly rates per the attached fee schedule and on time and materials basis if a fee is not negotiated. Additional work will not be commenced without written authorization from City staff. All other requests for surveying services not expressly defined in this proposal will be considered "extra" services and will be billed at our hourly rates currently in effect, or per separate Additional Services Agreement.
- As part of our scope of work, all environmental concerns will be reviewed and discussed with City staff. Once the issues have been closely studied and evaluated, the appropriate findings in compliance with the California Environmental Quality Act (CEQA) will be prepared as an add-on basis with time-and-material.

This proposal is subject to the successful negotiation of a mutually agreeable contract between Iteris and the City of Manhattan Beach.

Thank you very much for the opportunity to submit this proposal. Please feel free to contact me at 949-270-9578 or sec@iteris.com or Naree Kim at 949-270-9566 should you have any questions.

Sincerely,
Iteris, Inc.



Scott Carlson, PE
Regional Vice President
Consulting Solutions



City of Manhattan Beach Crosswalk Improvement Project (Valley Dr & 17th St, Ardmore & 17th St, Valley Dr & 18th St, Ardmore Ave & 18th St) PROPOSED PROJECT SCHEDULE



ID	Task Name	Duration	Start	Finish	Sep 19, '21							Oct 10, '21							Oct 31, '21							Nov 21, '21							Dec 12, '21							Jan 2, '22							Jan 23, '22							Feb 13, '22							Mar 6, '22							M
					S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T																									
1	NTP	0 wks	Mon 9/20/21	Mon 9/20/21	◆ 9/20																																																															
2	Design Phase	26.2 wks	Mon 9/20/21	Mon 3/21/22	▼																																																															
3	Kick-off Meeting	1 day	Mon 9/20/21	Mon 9/20/21	■																																																															
4	Utility Coordination	26.2 wks	Mon 9/20/21	Mon 3/21/22	■																																																															
5	Topographic Survey	3 wks	Tue 9/21/21	Mon 10/11/21	■																																																															
6	Base Mapping & Field Verification #1	2 wks	Tue 10/12/21	Mon 10/25/21	■																																																															
7	Concept Plan and estimate	2 wks	Tue 10/26/21	Mon 11/8/21	■																																																															
8	City review #1	2 wks	Tue 11/9/21	Mon 11/22/21	■																																																															
9	60% PS&E	3 wks	Tue 11/23/21	Mon 12/13/21	■																																																															
10	City review #2	2 wks	Tue 12/14/21	Mon 12/27/21	■																																																															
11	90% PS&E	3 wks	Tue 12/28/21	Mon 1/17/22	■																																																															
12	City review #3	2 wks	Tue 1/18/22	Mon 1/31/22	■																																																															
13	100% PS&E	2.5 wks	Tue 2/1/22	Thu 2/17/22	■																																																															
14	City review #4 with Field Verification #2	3 wks	Thu 2/17/22	Thu 3/10/22	■																																																															
15	Final PS&E	1.5 wks	Thu 3/10/22	Mon 3/21/22	■																																																															

Project: Schedule 210326 21-03-1 Task ■ Milestone ◆ Summary ▬
 Date: Mon 7/26/21

EXHIBIT B APPROVED FEE SCHEDULE

FEE

The scope of work for these tasks will be performed for the total lump sum of **\$89,775** including optional task as shown in the table below.

	ITERISSTAFF				ITERIS LABOR HOURS	ITERIS COST	CANNONSTAFF				CANNON LABOR HOURS	CANNON COST	TOTAL STAFF COSTS
	QA/QC	Project Manager	Engineer	Project Engineer			QA/QC	Project Manager	Engineer	Project Admin			
<i>Billing Rate</i>	\$ 270	\$ 230	\$ 170	\$ 140			\$ 234	\$ 222	\$ 143	\$ 68			
Task A. Project Management and Meeting	4	8	0	0	12	\$ 2,920	2	2	0	1	5	\$ 981	\$ 3,901
Task B. Background Research	0	0	4	8	12	\$ 1,800	0	1	2	1	4	\$ 576	\$ 2,376
Task C. Utility & Agency Coordination	0	0	4	0	4	\$ 680	0	4	19	4	27	\$ 3,879	\$ 4,559
Task D. Field Verification	0	4	4	8	16	\$ 2,720	0	8	6	0	14	\$ 2,636	\$ 5,356
Task E. Surveying Site Conditions	0	0	4	-	4	\$ 680	0	1	1	0	2	\$ 365	\$ 1,045
Task G. Plans, Specifications and Estimates	6	16	64	94	180	\$ 29,340	14	46	70	0	130	\$ 23,511	\$ 52,851
<i>Improvement Plans</i>	4	12	56	82	154	\$ 24,840	14	22	60	0	96	\$ 16,749	\$ 41,589
<i>Specifications</i>	1	2	4	8	15	\$ 2,530	0	24	0	0	24	\$ 5,333	\$ 7,863
<i>Cost Estimate</i>	1	2	4	4	11	\$ 1,970	0	0	10	0	10	\$ 1,430	\$ 3,400
Task H. Bidding & Construction Assistance	1	10	8	12	31	\$ 5,610	0	4	8	10	22	\$ 2,715	\$ 8,325
Task I. Public Outreach	6	6	0	0	12	\$ 3,000	0	4	0	0	4	\$ 889	\$ 3,889
TOTAL LABOR	17	44	88	122	271	\$ 46,750	16	70	106	16	208	\$ 35,552	\$ 82,302
<i>ODCs (travel, postages, expenses, copies, plan sets, mylar prints, etc.)</i>						\$ 350						\$ 200	\$ 550
<i>Surveying (CANNON CORP.)</i>												\$ 6,923	\$ 6,923
TOTAL PROJECT COST EXCLUDING OPTIONAL TASK												\$ 89,775	

Invoice will be submitted monthly, based upon project progress. Progress payments will be made monthly for that percentage of work completed, and in full upon completion of work. Payment is due within 30 days.

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.



Legislation Details (With Text)

File #: 20-0015 **Version:** 1

Type: Gen. Bus. - Staff Report **Status:** Agenda Ready

In control: City Council Regular Meeting

On agenda: 2/4/2020 **Final action:**

Title: Consider Approving the Parking and Public Improvements Commission's Recommendation to Incorporate Proposed Crosswalk Enhancements into New or Ongoing Projects as Part of the City's Capital Improvements Plan and Pursue Funding Opportunities (Community Development Director Tai and Public Works Director Katsouleas).
APPROVE

Sponsors:

Indexes:

Code sections:

Attachments: 1. PPIC Staff Report and Attachments - September 26, 2019, 2. PPIC Minutes - September 26, 2019, 3. Candidate Location Ranking List

Date	Ver.	Action By	Action	Result
2/4/2020	1	City Council Regular Meeting	approved	Pass

TO:
Honorable Mayor and Members of the City Council

THROUGH:
Bruce Moe, City Manager

FROM:
Carrie Tai, AICP, Community Development Director
Stephanie Katsouleas, P.E., Public Works Director
Erik Zandvliet, T.E., City Traffic Engineer

SUBJECT:
Consider Approving the Parking and Public Improvements Commission's Recommendation to Incorporate Proposed Crosswalk Enhancements into New or Ongoing Projects as Part of the City's Capital Improvements Plan and Pursue Funding Opportunities (Community Development Director Tai and Public Works Director Katsouleas).

APPROVE

RECOMMENDATION:
Staff recommends that City Council consider the Parking and Public Improvements Commission recommendation to incorporate proposed crosswalk enhancements into new or ongoing projects as part of the City's Capital Improvements Plan (CIP) and direct staff to pursue funding opportunities as they become available.

FISCAL IMPLICATIONS:
Staff has identified 14 Phase 1 crosswalk enhancements that can be implemented for approximately \$100,000. These projects can be funded through the City's Non-Motorized Transportation project

budget, which reserves \$100,000 per year for various pedestrian and bicycle-related capital projects. In addition, \$79,748 that was earmarked for the Veterans Parkway Pedestrian Access Master Plan in the CIP Fund could be re-appropriated toward design and construction costs for pedestrian improvements.

There are 24 Phase 2 crosswalk enhancements that will require additional outreach and evaluation, as well as separate engineering design and construction contracts. Some of these enhancements can be incorporated into planned capital projects, while others would be stand-alone capital projects.

Staff will bring both Phase 1 and Phase 2 pedestrian projects forward for discussion as part of the CIP review and budget adoption process.

BACKGROUND:

The City Council has made pedestrian safety and crossing enhancements a high priority in its overall Work Plan. During the May 3, 2017, City Council retreat, a Plan Zero Pedestrian Improvement Plan was proposed. Plan Zero's goal is to eliminate traffic-related pedestrian accidents and fatalities. The City's efforts include reviewing existing policy documents such as the Downtown Specific Plan and Mobility Plan, and conducting a citywide pedestrian safety study to determine which locations should be prioritized to reduce the potential for collisions involving pedestrians.

At the May 30, 2017, CIP/budget workshop, City Council gave staff direction to explore various crosswalk enhancement opportunities that could be incorporated into planned CIP projects.

At the January 16, 2018, City Council meeting, several Councilmembers spoke on the need to improve the condition of existing crossings and enhance others with flashing beacons, in-roadway warning lights, and special signal timing. The Council also emphasized the need to come up with a crosswalk policy, identify funding, and address high priority locations.

On March 20, 2018, City Council discussed the background and status of the crosswalk enhancement evaluation. The Council gave direction to continue moving forward with previously approved grant funded pedestrian improvements (detailed below), review potential crossing locations in the City, and prioritize additional locations for potential inclusion in the CIP.

On September 26, 2019, the Parking and Public Improvements Commission (Commission) discussed the attached staff report prepared by the City Traffic Engineer and heard public testimony from four residents. The minutes from this meeting are also attached. The Commission supported staff's methodology and prioritization. The Commission also suggested that pedestrian volume be considered as a ranking criterion, and that the improvements be constructed in phases so that interim low cost measures could be completed sooner.

DISCUSSION:

Pedestrian safety and crossings are identified in several policy-level documents previously approved by the City Council or currently being studied by the City. Some of the primary guidance documents are summarized below, and the related goals or policies are excerpted in Exhibit 1 of the attached PPIC report.

City General Plan: The General Plan was adopted in 2003, which included an Infrastructure Element with several related chapters: Circulation, Neighborhood Traffic Intrusion, Parking, Pedestrian and

Bicycle Networks. While it was a primarily vehicle-oriented plan, some of the pedestrian related goals and policies emphasize multi-modal transportation needs and pedestrian safety.

Downtown Specific Plan: The Downtown Specific Plan was approved by City Council on February 21, 2017, but repealed on September 4, 2018. However, the City Council directed staff to implement many of the Plans' goals and concepts for improved pedestrian circulation and non-motorized use of the public realm, as highlighted in Chapters 5 and 7. A figure with proposed pedestrian improvements is included as Exhibit 2 of the attached PPIC report.

Mobility Plan: The 2018 Mobility Plan, adopted on May 15, 2018, evaluated the existing condition of the City's various transportation modes, and proposed a vision of Complete Streets to provide a balanced network for all users - pedestrians, bicyclists, transit users, motorists, and those with special needs. The Plan has a number of goals and policies that emphasize the pursuit of projects and programs that will improve pedestrian conditions, support Safe Routes to School, develop pedestrian-oriented design, and enhance walk streets and crossings to encourage walking.

The Mobility Plan includes an appendix, found in Exhibit 3 of the attached PPIC report, that proposes a "Pedestrian Crossing Enhancements Policy." The document contains a toolbox of potential crossing treatments that would be appropriate for various conditions, such as uncontrolled, stop-controlled, and signal-controlled crossings.

The Fiscal Year 2016-2017 adopted CIP included a project to conduct a Veterans Parkway Pedestrian Access Master Plan. This Plan would identify appropriate connections between the Veterans Parkway path and adjacent neighborhoods, as well as propose consistent crossing protection measures on Valley Drive and Ardmore Avenue. The Plan has been incorporated into this evaluation.

It should also be noted that the Neighborhood Traffic Management Program (NTMP) and School Area Safety studies include many measures that enhance crossing safety, including stop signs, new crosswalks, pedestrian warning signs, etc.

Existing Pedestrian Conditions

The City is comprised of several distinct neighborhoods, some of which have traditional sidewalks and others where sidewalks are not provided or are incomplete. For example, in the Tree Section, there are wide public rights-of-way (ROW), but the areas alongside the vehicle lanes are either unimproved or improved with landscaping, private encroachments and parking pads. Many streets in El Porto and along the beach are very narrow, and pedestrians have to share the public right-of-way with vehicles due to insufficient or narrow ROW. The Sand Section features many walk streets, which are public walkways for the exclusive use of pedestrians. Because of this varied fabric of street types, a single pedestrian crossing style or solution will not apply everywhere.

The City does have a crosswalk design standard, which is called the Continental, or "ladder" style crosswalk. This type of crosswalk has been proven to have the highest visibility and driver awareness.

In order to develop a consistent crossing policy and prioritize where crossing improvements should be made, it is important to know what improvements have already been completed, what other infrastructure may be required (e.g., Americans with Disabilities Act compliance), and where crossing projects are currently planned.

Recently Completed Crossing Improvements

In the last four years, the City has completed a large number of enhanced pedestrian crossings throughout the City as part of capital projects, neighborhood traffic calming plans or specific citizen requests. A map of these locations is included as Exhibit 4 of the attached PPIC report. The City was awarded several federal and state grants to construct a variety of crossing enhancements throughout the City, such as flashing beacons, flashing stop signs, corner curb bulb-outs, high visibility crosswalks, and countdown pedestrian signals. These grant projects have recently been completed. A map of these locations is included as Exhibit 5 of the attached PPIC report.

Crossing Evaluation Methodology

As part of the Mobility Plan Update, a guide was created to help select appropriate treatments for various crossing conditions, called the Pedestrian Crossing Enhancements Policy. The selection criteria include the type of crossing control, traffic volume, speeds, number of lanes, and geometrics. This Policy is based on best practices used throughout the nation, which have been shown to reduce pedestrian collisions.

While the Pedestrian Crossing Enhancements Policy helps determine the most appropriate crossing treatments for particular intersections, other factors also need to be considered when prioritizing those locations competing for limited funding and other resources. Important criteria to help rate the potential benefit to the community include the proximity to schools, collision history, pedestrian path continuity, visibility of pedestrians, and availability of outside funding. Some of these factors are included in Exhibit 6 of the attached PPIC report, the City's Non-Motorized Project Evaluation Form, which was used to prioritize pedestrian and bicycle projects to be funded by the Non-Motorized Transportation Fund of the CIP.

To evaluate all the candidate crossing locations, the City Traffic Engineer combined both guidelines, and established the following 12 criteria to compare the locations against each other:

- Existing Traffic Controls
- Existing Signs/Markings
- Number of Lanes
- Crossing Traffic Volume
- Recurring Speeding
- School Routes
- High Pedestrian Zones
- Nearby Transit Stops
- Pedestrian Collision History
- Driver-Pedestrian Visibility
- Proximity to Existing Crossings
- Accessible Path Connection

Estimated pedestrian volume was added as an additional criteria pursuant to the PPIC's recommendation. Each criterion has three point levels based on the potential for the recommended enhancements to reduce vehicle-pedestrian conflicts and achieve other best practice methodologies. Candidate locations are evaluated and ranked based on the existing conditions and the potential safety benefit that would result given that particular criteria. For example, in-roadway warning lights would have more relative benefit to pedestrians at a high traffic volume location than one with a lower

volume. The point values of all 13 criteria for each candidate location are then totaled and sorted from highest to lowest overall point value.

Candidate Locations

For several years, staff has received requests from citizens and other stakeholders for crossing enhancements at various locations to be considered in future CIP projects. These requests have been included as Exhibit 7 of the attached PPIC report. To this list, the City Traffic Engineer has added locations that were identified in the 2017 Downtown Specific Plan, as well as potential connections to Veteran's Parkway across Valley Drive and Ardmore Avenue. The full list of candidate crossing locations and treatments is summarized below:

1. Highland Avenue at 41st Street - relocate to 43rd Street, RRFB's, IRWLs, bulb-outs
2. Highland Avenue at 20th Street - new crosswalk, signs, pedestrian ramps and IRWLs
3. Highland Avenue at 16th Street - new crosswalk, signs, pedestrian ramps and IRWLs
4. Highland Avenue at 14th Street - high visibility signs
5. Highland Avenue at 13th Street - high visibility signs
6. Highland Avenue at 12th Street - high visibility signs
7. Highland Avenue at 11th Street - high visibility signs
8. Manhattan Avenue at 15th Street - continental crosswalks and high visibility signs
9. Manhattan Avenue at 12th Street - signs, IRWLs, ped. ramps, new crosswalk on S. leg
10. Manhattan Avenue at 11th Street - RRFB's and IRWLs
11. Manhattan Avenue at 8th Street - IRWLs
12. Ardmore Avenue at Elm Avenue - new crosswalk, signs, bulb-out, ped. ramps, sidewalk
13. Ardmore Avenue at 30th Street - new crosswalk, signs, ped. ramps, sidewalk
14. Ardmore Avenue at 27th St - new crosswalks, ped. ramps, sidewalk connections
15. Ardmore Avenue at Flournoy Road - corner bulb-out, ped. ramps
16. Ardmore Avenue at 19th Street - flashing stop signs, corner bulb-out, ped. ramps
17. Ardmore Avenue at 18th Street - IRWLs, corner bulb-out, ped. ramps
18. Ardmore Avenue at 17th St - IRWLs, ped. ramps
19. Ardmore Avenue at 15th Street - new crosswalks (east/south), ped. ramps, sidewalks
20. Ardmore Avenue at 9th Street - new crosswalk (north), signs, corner bulb-out, ramps
21. Ardmore Avenue at 6th Street - new crosswalk, corner bulb out, ped. ramps, sidewalk
22. Valley Drive at Elm Avenue - new crosswalk, signs, bulb-out, ped. ramps, sidewalk
23. Valley Drive at Walnut Avenue - new crosswalk, signs, bulb-out, ped. ramps, sidewalk
24. Valley Drive at 27th Street - new crosswalks, corner bulb-out, ped. ramps, sidewalks
25. Valley Drive at Flournoy Road - new crosswalk, corner bulb-out, ped. ramp to path
26. Valley Drive at Blanche Road - corner bulb-out, ped. ramps, sidewalk
27. Valley Drive at 20th Place - corner bulb-out, sidewalk to path
28. Valley Drive at 19th Street - new crosswalk, bulb-out, ped. ramps, sidewalk, -6 spaces
29. Valley Drive at 18th Street - high visibility signs and IRWLs, ped. ramp, sidewalk
30. Valley Drive at 17th Street - high visibility signs and IRWLs, ped. ramp, sidewalk
31. Valley Drive at 10th Street - new crosswalk, curb bulb-out, ped. ramps, sidewalk, -2 pkg
32. Valley Drive at 6th Place - new crosswalk, signs, ped. ramps, sidewalk connection
33. Valley Drive at Francisco Street - ped. ramp to path, corner bulb-out
34. Pacific Avenue at 18th Street - in-roadway signs, IRWLs
35. Peck Avenue at Voorhees Avenue - IRWLs, corner bulb-out, ped. ramps
36. Ocean Drive at 27th Street - new crosswalks and high visibility signs
37. Manhattan Beach Bl. at The Strand - new crosswalks and high visibility signs
38. Manhattan Beach Bl. at Manhattan Avenue - all pedestrian signal phase (Summer)

Candidate Location Ranking

Using the crossing evaluation methodology, the City Traffic Engineer assigned point values to the

various criteria and ranked the candidate locations for consideration. The specific crossing enhancements were determined using the Pedestrian Crossing Enhancements Policy and professional engineering judgement and are included in the Candidate Location Ranking attachment.

The recommended crossing enhancements are primarily one or more of the following measures:

- Signs
- Crosswalk Markings
- In-Pavement Warning Lights (IRWLs)
- Rectangular Rapid Flashing Beacons (RRFBs)
- Bulb-Outs
- Pedestrian Ramps
- Sidewalk Connections
- Flashing Stop Signs

Some crossing measures were not considered for candidate locations because they are on lower speed and lower volume streets. However, it should be noted that construction of crosswalks typically requires the addition of new pedestrian ramps, unless ADA-compliant ramps already exist at both ends of the crosswalk. Also, national or state codes typically require dual pedestrian ramps at the corner (one for each side of the crosswalk) and minimum clearance widths around sidewalk obstructions, both of which may require bulb-outs and new sidewalk construction to achieve an ADA-compliant pedestrian path that meets slope and width requirements. These improvements help accomplish the City's Complete Street goals and policies, but can substantially increase the construction cost of the recommended enhancements.

Phasing

Pursuant to the Commission's suggestion, the specific improvements were divided into two phases where feasible. Phase I enhancements are low cost, easily constructed projects that consist primarily of signs, striping, pedestrian ramps and basic in-roadway warning light systems. These projects require minimal design, and can be completed quickly.

Phase 2 enhancement projects are typically over \$20,000 each, will require engineering design, and are more complicated to construct. Some of these Phase 2 projects can be incorporated into current capital projects to realize cost savings by designing and bidding a combined project, while other locations would need to remain as stand-alone projects because of the project's scope. (See Candidate Location Phasing attachment).

Funding

Since Fiscal Year 2012-2013, the City Council has appropriated funds in the CIP for non-motorized transportation projects, which are dedicated to constructing various pedestrian and bicycle infrastructure projects. Each year, \$100,000 is reserved in the CIP Fund to be used on the City Council's highest priority projects that are not included in other projects or funded through regional, state or federal programs. Some of the recently completed and planned crossing improvements in the City have been funded this way. In addition, \$79,748 in remaining funds for the Veterans Parkway Pedestrian Access Master Plan may be reallocated toward other pedestrian improvements.

Other qualifying funding sources may include competitive federal, state and regional grants, and regional and sub-regional discretionary funds, (e.g, Active Transportation Plan funding).

PUBLIC OUTREACH:

The public has been informed of both the Commission and City Council agenda items through direct email invitation to those who have expressed prior interest in this subject, and through general noticing via public bulletin boards, website calendar, and social media.

ENVIRONMENTAL REVIEW:

The City has reviewed proposed Phase 1 crossing enhancements for compliance with the California Environmental Quality Act (CEQA) and has determined that there is no possibility that the activity may have a significant effect on the environment; therefore, pursuant to Section 15061(b)(3) of the State CEQA Guidelines the activity is not subject to CEQA. Thus, no environmental review is necessary. Compliance with CEQA for Phase 2 crossing enhancement projects will be evaluated pursuant to standard capital project procedures upon incorporation into the CIP.

LEGAL REVIEW:

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

ATTACHMENTS:

1. PPIC Staff Report and Attachments - September 26, 2019
2. PPIC Minutes - September 26, 2019
3. Candidate Location Ranking List
4. Candidate Location Phasing List

Four Crosswalk Improvements along Valley Drive and Ardmore Avenue near Live Oak Park Project

Budget and Expenditures

Total Project Funding	
Annual Non-Motorized Transportation Program Budget as of FY 21/22 (CIP Fund)	\$323,768
Annual Non-Motorized Transportation Program Allocation FY 22/23 through FY 25/26 (as approved in FY 21/22 Capital Improvement Plan)	200,000
TOTAL	\$523,768

Total Expenditures	
Design Contract: Iteris, Inc. (Original Contract)	\$89,775
TOTAL DESIGN EXPENDITURES	\$89,775
Construction Phase (TBD)	\$433,993
TOTAL ESTIMATED CONSTRUCTION PHASE EXPENDITURES	\$433,993
TOTAL	\$523,768



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Carrie Tai, AICP, Community Development Director
Erik Zandvliet, T.E., City Traffic Engineer

SUBJECT:

Outdoor Dining and Business Use in the Public Right-of-Way:

- a) Consideration of an Extension of the September 7, 2021 Expiration Date for Temporary Encroachment Permits Issued Under COVID-19 Emergency Orders;
- b) Discussion of Fees Pertaining to Use of Public Right-of-Way for Street Dining and Business Use Authorized Under COVID-19 Emergency Orders;
- c) Discussion of a Work Plan Item to Consider Possible Long-Term Use of the Public Right-of-Way for Outdoor Dining and Business Use (Community Development Director Tai).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction on: 1) an extension of the September 7, 2021, expiration date for temporary encroachment areas for street dining and business uses; 2) a requirement for businesses to remit to the City lost parking meter revenue and right-of-way use fees (\$3/square foot); and 3) initiation of a work plan item to consider the possible long-term use of the public right-of-way for outdoor dining and business uses.

FISCAL IMPLICATIONS:

Between June 2020 and August 2021, the City has waived \$886,618. Moving forward, the City will be foregoing approximately \$64,415 in revenue each month. Lost revenue for the use of 71 public metered parking spaces is estimated at \$56,150, and the approximately 2,755 square feet of public encroachment areas for street dining is estimated at \$8,265. The current lease rate for the public right-of-way is \$3 per square foot per month and the current meter rate is \$2 per hour (\$26 per day). Revenue from parking meters is directed into the Parking Fund and Capital Improvement Plan Fund, which is used to improve and repair City parking facilities, as well as on-going maintenance expenses. In addition, the General Fund is impacted by lost

parking citation revenue estimated at approximately \$102,000 annually. Staff time in support of outdoor dining has not been charged.

BACKGROUND:

On March 13, 2020, the City declared a State of Emergency due to the spread of COVID-19. In late May 2020, Los Angeles County Department of Public Health (LACDPH) began gradually relaxing the closures, allowing for non-essential retail to fully open to customers, as well as restaurants to re-open for outdoor dining only, subject to operating protocols to limit the spread of COVID-19. On June 10, 2020, the City Manager issued Emergency Order No. 11, allowing the Director of Community Development to issue temporary encroachment permits for street dining and business use in the street/parking space portion of the public right-of-way.

On May 18, 2021, the City Council voted to extend outdoor dining and business use to September 7, 2021, for areas east of Ocean Drive. On June 15, 2021, the City Council discussed and approved an extension to July 19, 2021, for temporary outdoor dining and business use encroachment areas located on Manhattan Beach Boulevard west of Ocean Drive. Pursuant to the City Council actions, the City Manager issued City Emergency Order No. 26, effective July 1, 2021, reflecting the above-mentioned actions. The encroachment areas west of Ocean Drive have since been removed. Currently, there are 71 parking spaces and about 2,755 square feet of public right-of-way used by street dining.

To date, the City has issued encroachment permits, and signed agreements for 27 businesses to operate street dining in 80 public parking spaces and other street right-of-way areas. (See Attachment). All permits state that restaurants are allowed up to 100% of their pre-COVID seating occupancy using combinations of indoor and outdoor seating areas. Each business obtained a temporary encroachment permit to construct their dining area in the public right-of-way. Several raised dining platforms constructed on Manhattan Beach Boulevard also required building permits and building inspections. The City has also issued sidewalk business/dining permits to 26 businesses in the City under a permit program predating the pandemic; these permits are not impacted by the Emergency Order expiration dates.

In July 2021, LACDPH began reporting significantly increased cases of COVID-19, due to the more transmissible Delta variant. On July 17, 2021, LACDPH reinstated mandatory face coverings for indoor settings. Over the past two months, the City's average daily number of new cases has increased from 0.4 to a high of 14. The concern over the use of indoor spaces is renewed due to the Delta variant. Given this, staff is initiating this discussion on extension of the upcoming expiration date.

Background on Fees

The City is not currently charging businesses for lost parking meter revenue or right-of-way use fees for the street dining uses. Typically, the City charges \$3.00 per square foot for the use of any non-parking areas of the public right-of-way for private purposes.

On July 6, 2021, the City Council discussed whether to reinstate the City's practice of charging for the use of the public right-of-way for street dining and business use. At that meeting, the Council waived such use fees until at least September 7, 2021, and directed staff to provide additional information about revenue and costs that have been charged and waived to date,

prior to resuming any further discussion. Staff has prepared and attached that information. Since the inception of the program, the City has charged a total of \$38,758 in permit and encroachment fees.

DISCUSSION:

Extension of Expiration Date for Outdoor Dining

There are several factors to consider for extensions, namely: 1) the temporary nature of the construction; 2) seating occupancy levels; and 3) the City's need to accommodate other uses in the public right-of-way

Currently, the street dining areas are constructed as temporary structures and designed for short-term use. Some of the dining platforms on Manhattan Beach Boulevard are essentially portable stages, and are being rented. Many of the improvements are over existing public infrastructure and will eventually need to be removed for street maintenance, such as cleaning or ensuring storm water drainage along the gutters. Depending on the date of installation, certain locations may be required to re-verify that their structures continue to be safe from a structural standpoint.

Since LACDPH relaxed dining restrictions in June 2021, restaurants are able to return to 100% indoor seating occupancy. All of the restaurants are currently providing both indoor and outdoor seating, however, restaurant owners report that they can only reach 25-35% indoor occupancy due increased table spacing to accommodate customer comfort and desire for more spacing. Finally, many customers are still uncomfortable with dining indoors and the discomfort has been amplified during the latest increase in COVID-19 cases due to the Delta variant. As such, outdoor dining areas continue to provide restaurant owners with flexibility to increase table spacing and accommodate customer comfort levels.

Many annual special events have begun returning to the City, albeit under social distancing and reduced occupancy conditions. The City's Special Events Committee has discussed the anticipated schedule and estimates that at least five events may be impacted by certain street dining areas after Labor Day: the Tour de Pier, Pumpkin Races, Skechers Friendship Walk, Pier Lighting, Holiday Open House, and Holiday Fireworks. If these events do occur, existing encroachment areas may need to be temporarily removed for emergency access and social distancing reasons. City staff would work with the affected business owners and event staff to make the necessary arrangements to provide a safe event. Per all agreements and related permits, the City retains the right to require the removal or modification of any encroachment area prior to the expiration date. Given the events scheduled for the remainder of the year, and the ability of the City to accommodate events, it is currently feasible for outdoor use of the public right-of-way to continue until the end of the year.

Long-Term Use of the Public Right-of-Way

As the focus begins to turn to post-pandemic operations, the business community has expressed interest in pursuing long-term use of the public right-of-way given this newfound demand for outdoor dining and business use. In response, staff is introducing the subject of long-term use of the public right-of-way for business use for possible future discussion.

During the pandemic, the business and general community has supported the presence of outdoor dining options in Manhattan Beach. The business community has regarded outdoor dining as a lifeline that has allowed continuation of business while implementing COVID-19 protocols to keep employees and customers safe. The general community has benefited from the reprieve that dining out offers to COVID-19 restrictions. The presence of outdoor dining allows customers to connect to street activity and take advantage of the City's temperate coastal climate.

The City has also received feedback from Downtown residents and some business owners that these outdoor activities negatively affect quality of life (noise, parking, aesthetics, sidewalk blockages, vermin, infrastructure, public safety response, etc.) and that any long-term consideration must be approached from a comprehensive standpoint. Furthermore, the City Council has stated at past meetings that the temporary COVID-19 conditions that led to the use of the public right-of-way were not intended to evolve into a permanent or long-term configuration.

On August 9, 2021, the Downtown Business and Professionals Association shared with City staff a study prepared by the architectural firm Gensler. The study included photographs of existing outdoor dining areas in the City, photos of designs from other cities, a conceptual color palette, and two case studies with renderings showing possible designs for outdoor areas in the City. The study was helpful for aesthetic design purposes, however, was limited only to re-envisioning existing temporary dining areas.

Ultimately, the proposed use of public right-of-way for private use (and private gain) must start at a more fundamental level. This process begins by first defining the project scope, then identifying staffing requirements, potential impacts, and anticipated benefits through community participation and discussion in order to confirm there is community-wide support for a comprehensive design and construction process that requires a significant commitment of resources and funding. This process would begin by inclusion in the City's Work Plan.

CONCLUSION:

Based on the increase in new cases locally, the increased transmission potential of the Delta variant of COVID-19, recent health officer guidance and orders, and renewed concern over use of indoor spaces, staff seeks City Council direction on extending the expiration date for the temporary outdoor dining program. As stated above, it is feasible for use of the public right-of-way to continue until the end of the year, given the City's ability to require temporary removal, interim inspections and additional improvements to the existing encroachments for public purposes. If the City Council chooses to extend public right-of-way usage until the end of the year, staff suggests an expiration date of January 3, 2022, which allows operations through the New Year's Day holiday weekend. Furthermore, staff seeks City Council direction on whether the fee waivers for lost parking meter revenue and right-of-way fees should continue during any extended period. Lastly, staff seeks direction from the City Council on initiating a Work Plan item to pursue long-term use of the public right-of-way for business uses. The initial draft of the Work Plan item would define the schedule and budgetary needs for this effort, and return to the City Council for further direction.

PUBLIC OUTREACH:

City staff conducts regular meetings on COVID-19 business solutions, which include attendees from the Chamber of Commerce, Downtown Business and Professional Association, North Manhattan Beach Business Improvement District, and the Downtown Residents Association. City staff discussed this agenda item and asked attendees to notify their respective members. This meeting has also been noticed in conformance with public meeting requirements.

ENVIRONMENTAL REVIEW:

The City has reviewed the proposed extension of outdoor dining and business use for compliance with the California Environmental Quality Act (CEQA) and has determined that the activity is: 1) statutorily exempt from CEQA pursuant to Section 15269(c) of the State CEQA Guidelines as it constitutes a specific action to mitigate an emergency; and 2) categorically exempt pursuant to Section 15304(e) and 15311(c) due to its temporary nature with no permanent changes to the right-of-way. Furthermore, City Council discussion and direction on a possible work plan item is not considered a “project” 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. Outdoor Street Dining/Business Use Permit Fees and Cost List (August 4, 2021)
2. Gensler Manhattan Beach Outdoor Dining Study (April 29, 2021)
3. PowerPoint Presentation

**CITY OF MANHATTAN BEACH
 OUTDOOR DINING / BUSINESS USE PERMITS
 WITH PARKING SPACE AND LEASABLE AREA COSTS**

OUTDOOR DINING/BUSINESS USE (IN STREET)									
BUSINESS NAME	ADDRESS	ENCROACHMENT AREA (* Bldg Permit Req'd)	PARKING SPACES	LEASABLE AREA (S.F.) (NOT PRKG)	MONTHLY PARKING COST	MONTHLY LEASABLE AREA COST	UNREIMBURSED REVENUE TO 8/31/2021	BUILDING PERMIT FEES PAID	R.O.W. PERMIT FEES PAID
Tacolicious	1129 Manhattan Ave.	17'x43.5', 2 spaces	2	387	\$ 1,582	\$ 1,161	\$ 38,402		\$ 1,452
Rock'N Fish	120 Manhattan Bch Bl.	17.5'x20', 2 spaces*	2	190	\$ 1,582	\$ 570	\$ 30,128	\$ 1,946	\$ 710
Rock'N Fish (w/o Ocean) Removed 7/17/2021	120 Manhattan Bch Bl.	13.5'x68', 4 spaces*, 446 sf					\$ 15,757		\$ 241
Brewco	124 Manhattan Bch Bl.	17.5'x24', 1 spaces	1	228	\$ 791	\$ 684	\$ 20,650		\$ 283
The Strand House	117 Manhattan Bch Bl.	16'x128', 4 spaces*	4	90	\$ 3,164	\$ 270	\$ 48,076	\$ 5,392	\$ 710
Strand House (Ocean Dr) Removed 6/4/2021	117 Manhattan Bch Bl.	8.5'x62'=635 sf on Ocean Dr					\$ 20,955		\$ 603
Strand House (wo-Ocean) Removed 7/17/2021	117 Manhattan Bch Bl.	13.5'x68', 6 spaces*, 72 sf					\$ 17,367	\$ 4,218	\$ 603
Love & Salt	317 Manhattan Bch Bl.	16'x32', 5 spaces*	5	0	\$ 3,955		\$ 55,370	\$ 925	\$ 1,218
Arthur J's	903 Manhattan Ave.	12'x60', 3 spaces*	3	110	\$ 2,373	\$ 330	\$ 37,842	\$ 1,929	\$ 977
MB Post	1142 Manhattan Ave.	12'x68', 5 spaces 8'x66', 3 spaces	8	0	\$ 6,328		\$ 88,592		\$ 615
Simmzy's	229 Manhattan Bch Bl.	12.5'x50', 4 spaces*	4	0	\$ 3,164		\$ 44,296	\$ 3,413	\$ 615
Fishing W/ Dynamite	1148 Manhattan Ave	See #25	0	0			\$ -		\$ -
Mangiamos	128 Manhattan Bch Bl.	17.5'x 64', 2 spaces*	2	656	\$ 1,582	\$ 1,968	\$ 49,700		\$ 283
Manhattan Pizzeria	133 Manhattan Bch Bl.	16'x32', 3 Spaces*	3	48	\$ 2,373	\$ 144	\$ 35,238		\$ 283
MB Creamery	1120 Manhattan Ave.	8'x 28', 1 space	1	32	\$ 791	\$ 96	\$ 12,418		\$ 615
Rockerfeller	1209 Highland Ave	8'x39', 2 spaces	2	0	\$ 1,582	\$ -	\$ 22,148		\$ 615
Slay Steak and Fish	1141 Manhattan Ave.	16'x54', 4 spaces	4	48	\$ 3,164	\$ 144	\$ 46,312		\$ 332
Hennessey's	313 Manhattan Beach Bl.	14.5'x32', 3 spaces*	3	0	\$ 2,373		\$ 33,222	\$ 925	\$ 615
Nando Milano	1131 Manhattan Ave	17'x33', 1 space	1	332	\$ 791	\$ 996	\$ 25,018		\$ 935
Costa Restaurant Removed-	1017 Manhattan Ave.	16'x37', 3 spaces					\$ 18,984		\$ 856
Shellback Tavern	116 Manhattan Beach Bl.	13'x48' on Ocean Dr	0	410		\$ 1,230	\$ 15,990		\$ 603
Fishbar	3713 Highland Ave	8'x60', 3 spaces	3	64	\$ 2,373	\$ 192	\$ 33,345		\$ 603
Fishbar2	3801 Highland Ave	8'x70', 3 spaces	2	64	\$ 1,582	\$ 192	\$ 23,062		\$ 241
Ercoles	1101 Manhattan Ave	16'x27', 2 spaces	2	0	\$ 1,582		\$ 20,566		\$ 603
Slay Italian Kitchen	1001 Manhattan Ave	18'x27', 2 spaces	2	0	\$ 1,582		\$ 18,984		\$ 603
Uncle Bill's	1305 Highland Ave	8'x20', 1 space	1	32	\$ 791	\$ 96	\$ 10,644		\$ 603
1201 Highland Ave (Rock)	1201 Highland Ave	8'x28', 1 space	1	32	\$ 791	\$ 96	\$ 11,531		\$ 573
Sugarfish	304 12th St	8'x42', 2 spaces	2	0	\$ 1,582		\$ 17,402		\$ 603
Un Caffè	1140 Highland Ave	8'x46', 2 spaces	2	32	\$ 1,582	\$ 96	\$ 18,458		\$ 603
El Sombrero	1005 Manhattan Ave	18'x 27', 2 spaces	2	0	\$ 1,582		\$ 23,730		\$ 603
Culture Brewing	327 Manhattan Beach Bl.	16'x52', 5 spaces	5	0	\$ 3,955		\$ 19,775		\$ 603
Baja Sharkees	3600 Highland Ave	8'x43', 2 spaces	2	0	\$ 1,582		\$ 7,910		\$ 603
Café Wild	3505 Highland Ave	8'x 38', 2 Spaces	2	0	\$ 1,582		\$ 4,746		\$ 603
		TOTALS	71	2,755	\$ 56,161	\$ 8,265	\$ 886,618	\$ 18,747	\$ 20,009
* = Building Permit Required		DOWNTOWN ONLY	64	2,627	\$	64,426		\$	38,756

MANHATTAN BEACH OUTDOOR DINING STUDY

APRIL 29, 2021

Received by DBPA
on August 9, 2021

PROJECT GOALS AND KEY ISSUES

Received by DBPA
on August 9, 2021

PROJECT GOALS



PROVIDE SHADE AND COMFORT



ENHANCE DESIGN IDENTITY



PROMOTE PEDESTRIAN ACTIVITY



PLACES TO HANG OUT



PUBLIC ART OPPORTUNITY

KEY ISSUES



To meet the project goals, there are numerous factors that the outdoor dining designs must address.



Primary Design Considerations

- K Rail coverage
- Wind / sun protection
- Umbrellas vs canopies
- Sightlines / preservation of views
- Retail visibility
- Signage
- ADA access
- Bussing stations
- Power / gas heater solutions
- Bike racks
- Lighting



Integrated Design Considerations

- Power / gas heater solutions
- Bike racks
- Lighting

Received by DBPA
On August 9, 2021

K RAIL COVERAGE

The city requires k-rails to maintain the safety of diners. They are currently unsightly and the overall ad hoc approach has resulted in a mix of solutions - some are covered by fabric, other are placed within enclosures of varying quality.



WIND / SUN PROTECTION

The coastal climate can be unpredictable. During high winds, the umbrellas become unstable and have presented liability issues.

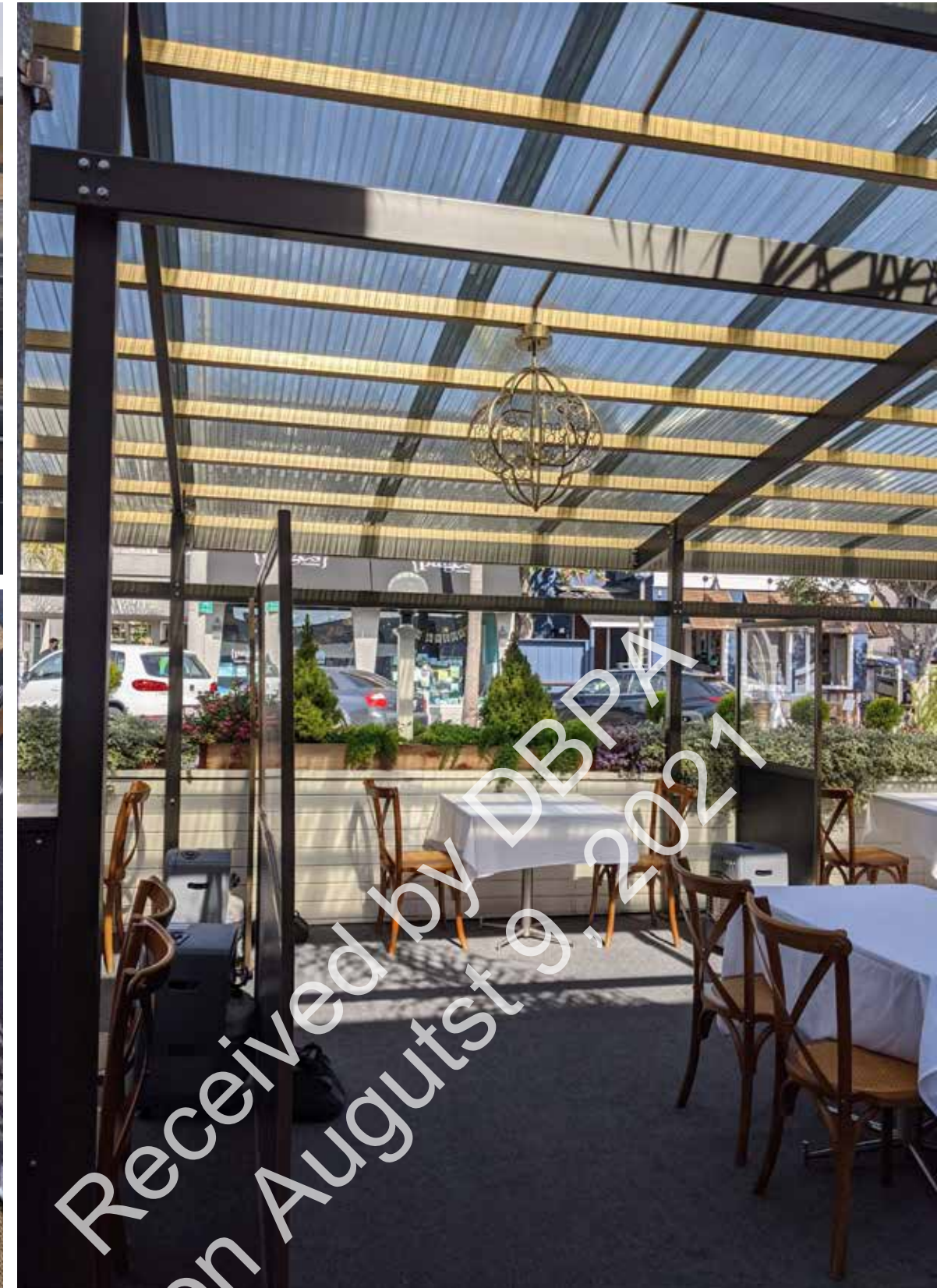
Enclosing the dining area in plastic sheeting to protect from the wind is effective but can become hot when the sun is out.



UMBRELLAS VS CANOPIES

While the umbrellas are a cost effective way to provide shade for diners, they take up space and block views. The canopies, while more expensive, provide adequate shading, preserve views and free up the dining space.

Umbrellas also can be a safety hazard, if the base is not secured, they can act as a sail and become dangerous when it gets windy.



SIGHTLINES / PRESERVATION OF VIEWS

Umbrellas, heaters and other vertical elements create a lot of visual clutter and when fully deployed obstruct views of the ocean. These elements are an important part of a thoughtfully integrated outdoor dining setup.



RETAIL VISIBILITY

The outdoor dining configurations should not block building frontages and visibility from the street. Additionally, upper level tenants views should not be obstructed by any shading or tent like structures.



SIGNAGE

Current restaurant signage has been temporary and ad hoc with limited visibility from the street and sidewalk. Signage should be well integrated and of high graphic quality and construction that best represents a restaurant's brand identity.



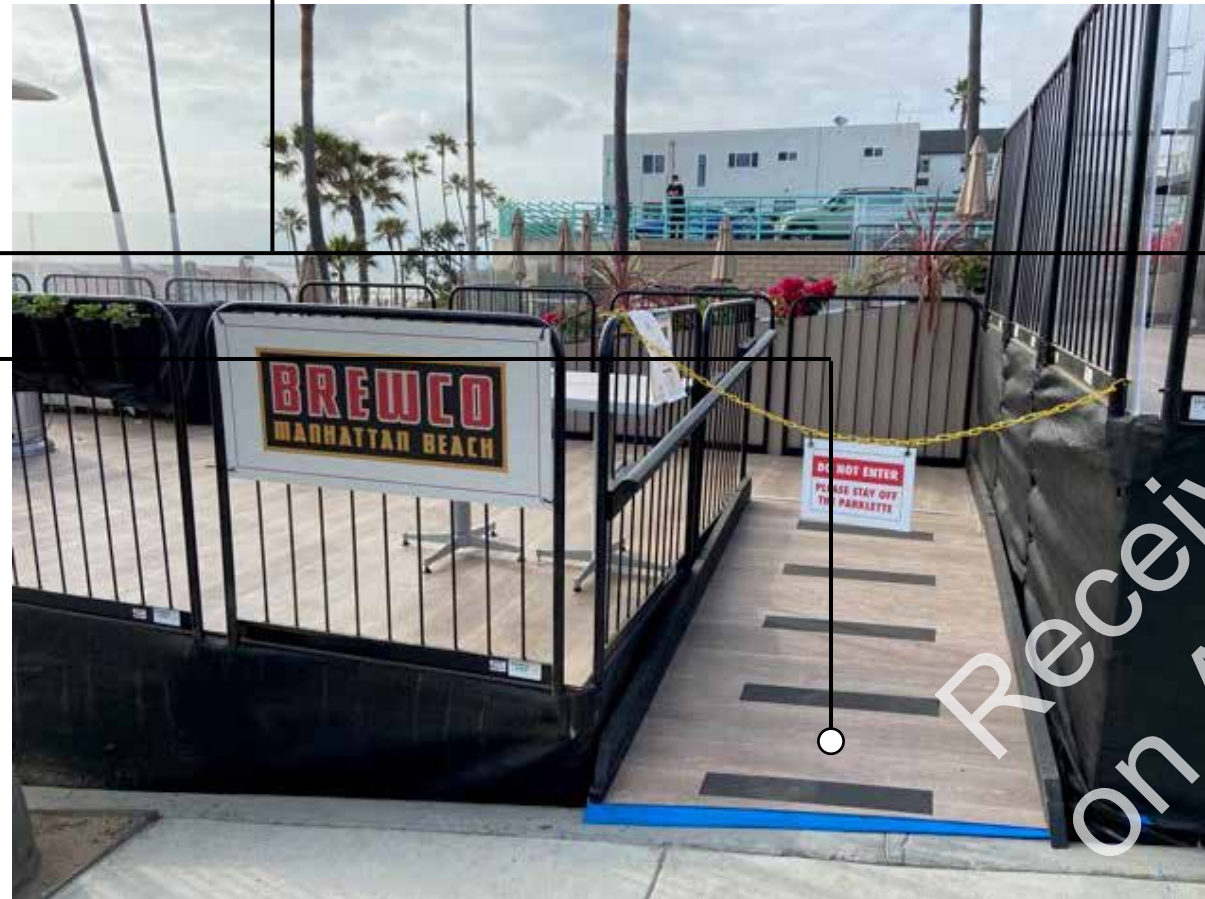
ADA ACCESS

Each dining terrace must be ADA accessible. Sloped configurations pose a greater challenge than flat but both can employ similar strategies to integrate the ramps into the design of the terrace.

ADA ramps should be integrated within the dining terrace, flush with curb / sidewalk.

Not This

This



BUSSING STATIONS

To streamline the efforts of wait staff, bussing stations have been located in close proximity to the dining terraces but placed out of the way so as not to impede foot traffic. This poses challenges both aesthetic and functional. Napkins and glasses are subject to displacement from strong winds or sticky fingers. Integrating this station into the design will greatly improve the function and flexibility of these areas.



POWER / GAS HEATING SOLUTIONS

Heat lamps are critical to the thermal comfort of diners. The current set up requires restaurant staff to continually haul new tanks to the terraces which is both disruptive and time consuming. Storage of the tanks also poses a potential safety risk. Providing a dedicated natural gas hookup would be an optimal solution.



COMPARING NATURAL GAS TO PROPANE

- Propane is more expensive than natural gas.
- Natural gas is a cleaner burning fuel.
- Natural gas is better delivered through a dedicated supply line and does not require storing and replacing tanks.
- Natural gas does not require tank delivery.
- Propane tank storage in alleys is dangerous.



BIKE RACKS

Providing bike racks will discourage cyclists from tethering their bikes to the railings of the dining terraces. The location of these must be considered so as not to block pedestrian flows on the sidewalk.



LIGHTING

How can lighting be provided in a way that enhances ambiance without creating too much light pollution. Overhead catenary lights, sconces and light orbs with warm tones are excellent examples of successful lighting integration.



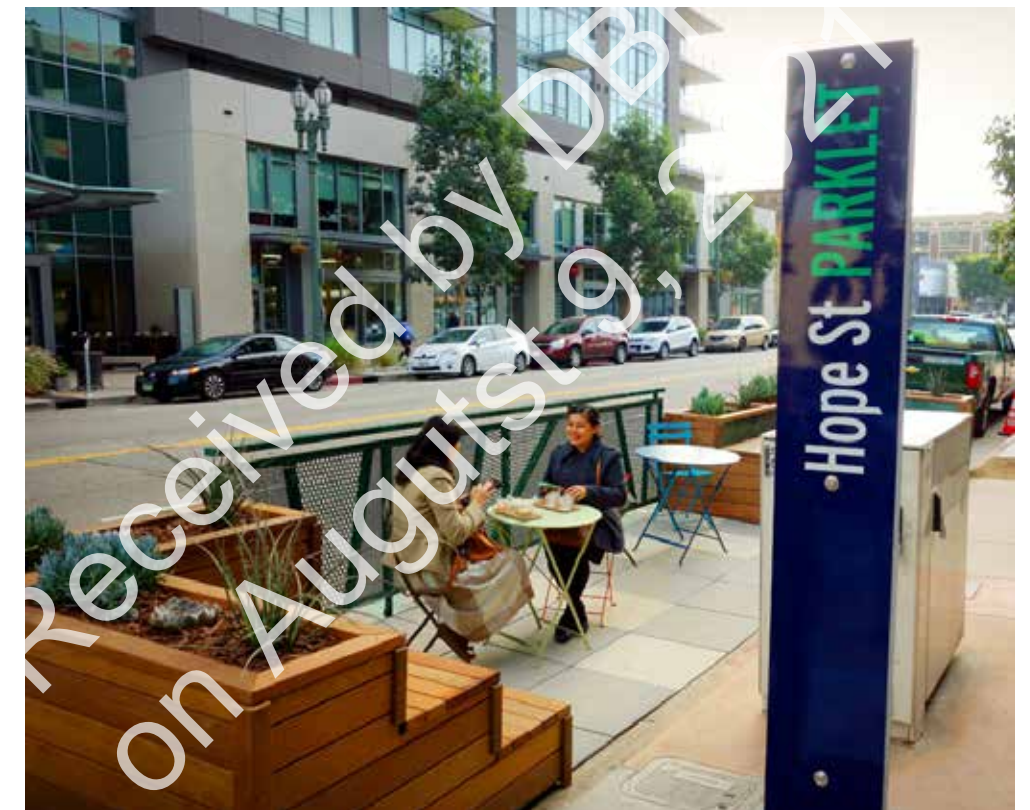
DESIGN STRATEGIES

Received by DBPA
on August 9, 2021

RESEARCH - SLOPE



RESEARCH - FLAT



DESIGN STRATEGY - CANOPY AND SHADE

TRELLIS STRUCTURE



TENSIONED STRUCTURE



LIGHT & SLIM STRUCTURE



DESIGN STRATEGY - HIGH QUALITY RAILING & SIGNAGE

RAILING



SIGNAGE & BRANDING



DESIGN STRATEGY - DISGUISE THE K RAIL



DESIGN CONCEPT AND MATERIALS

Received by DBPA
on August 9, 2021

DESIGN INSPIRATION



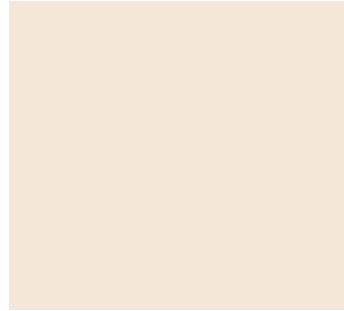
Manhattan Beach + The Strand Terrace

Manhattan Beach is a laid-back South Bay community popular with families and outdoor enthusiasts. The Strand bike path winds along the oceanfront between modern mansions and wide stretches of sand lined with volleyball courts. Low-key Manhattan Beach Pier features a quaint aquarium and views of surfers. There are several parks, and a small downtown area with boutiques, brunch cafes, pubs & creative, upscale eateries.

Building on authenticity, this concept will reflect the textures and colors of the city by integrating the traditional and modern architectural elements of coastal living combined with the laid-back-refined social lifestyle of Manhattan Beach.



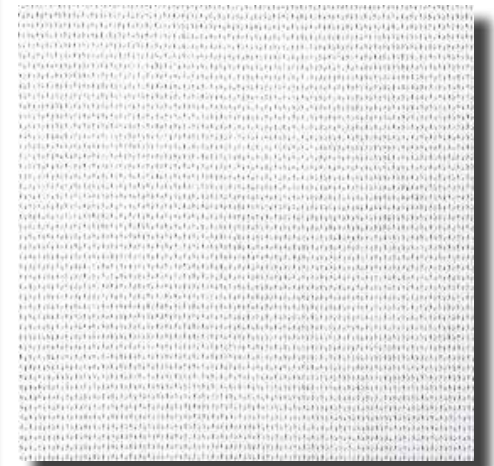
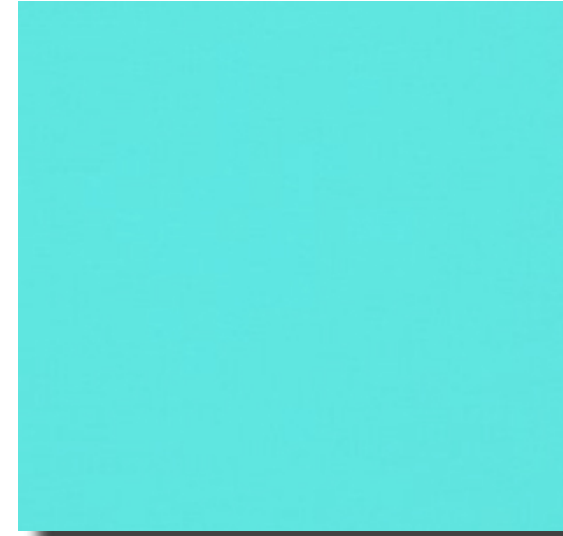
MATERIAL CONCEPT A



Natural Beauty

This palette draws inspiration from :

- The City's natural beauty ; sun, sand and sea
- The character of the community is in part defined by its location.



Vinyl siding
Textured wood panel

Received by
On August 24, 2021

MATERIAL CONCEPT B



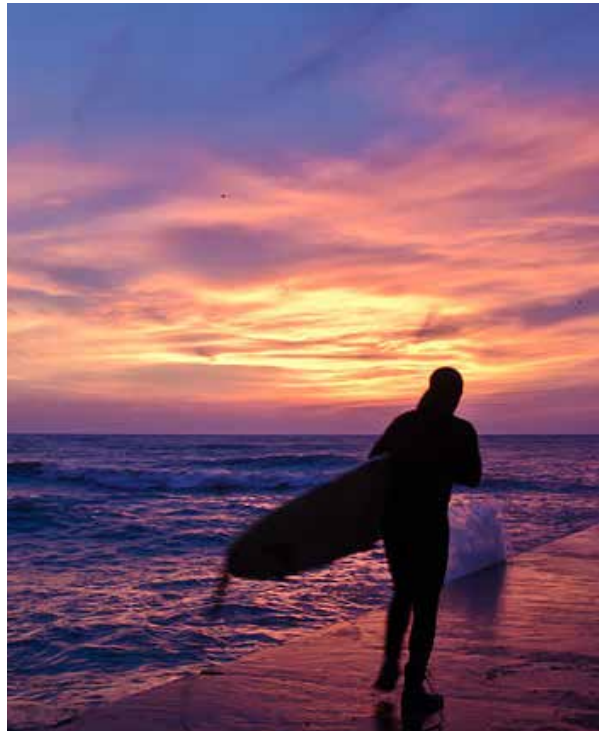
Iconic California Beach Town

- This palette draws inspiration from :
- Beach front location / lifestyle
 - Metlox pottery colors
 - Art and architecture
 - Vintage surf culture



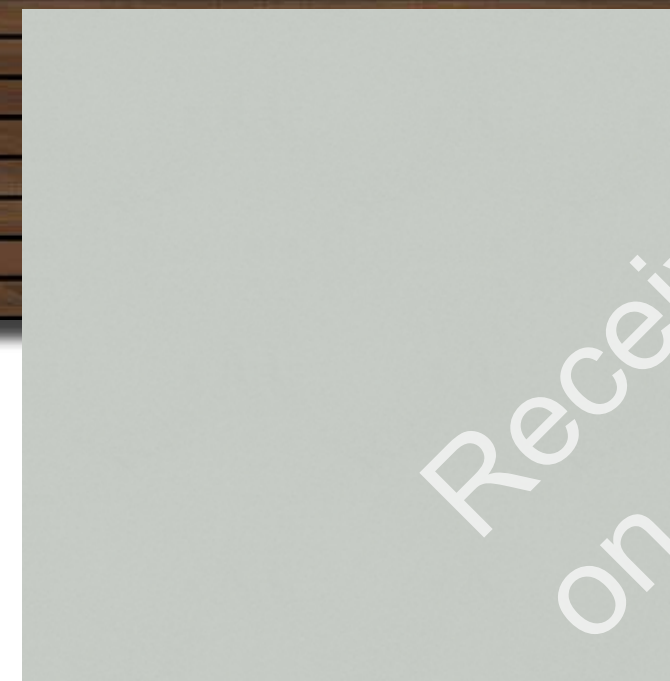
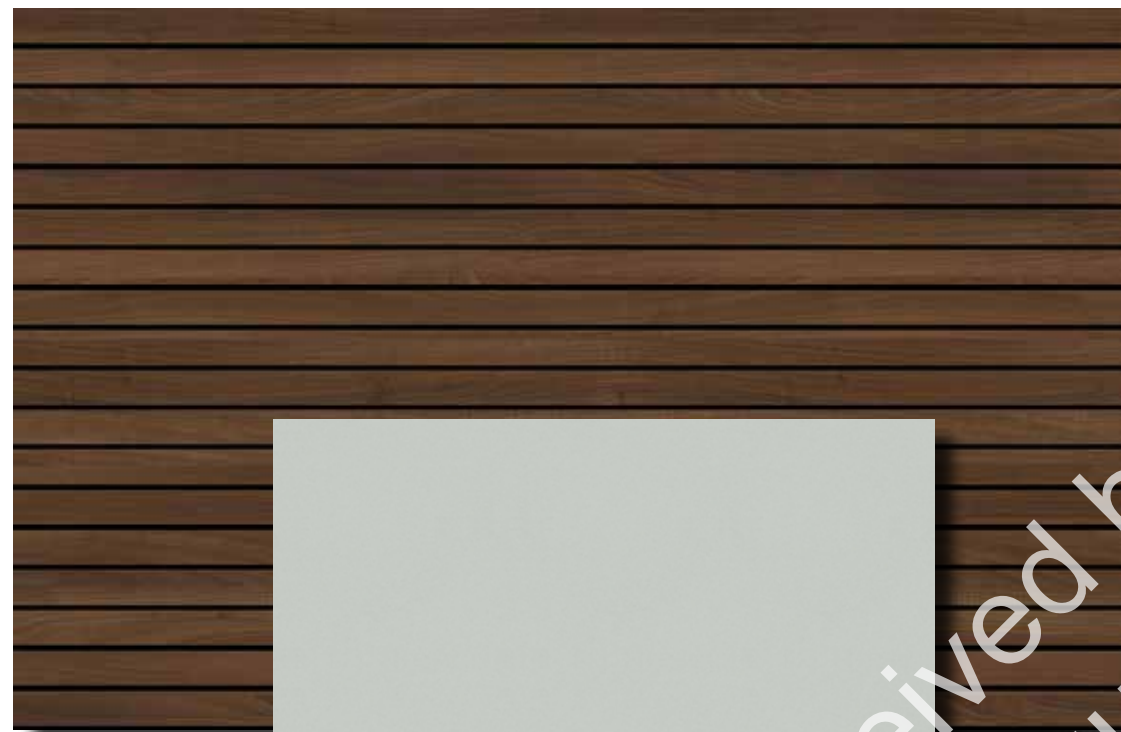
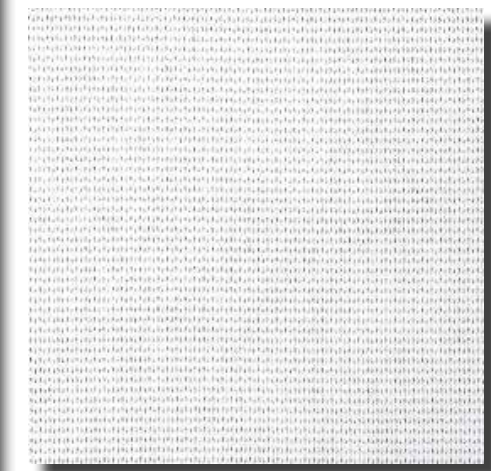
Vinyl siding
Textured wood panel

MATERIAL CONCEPT C



Sea to Sky

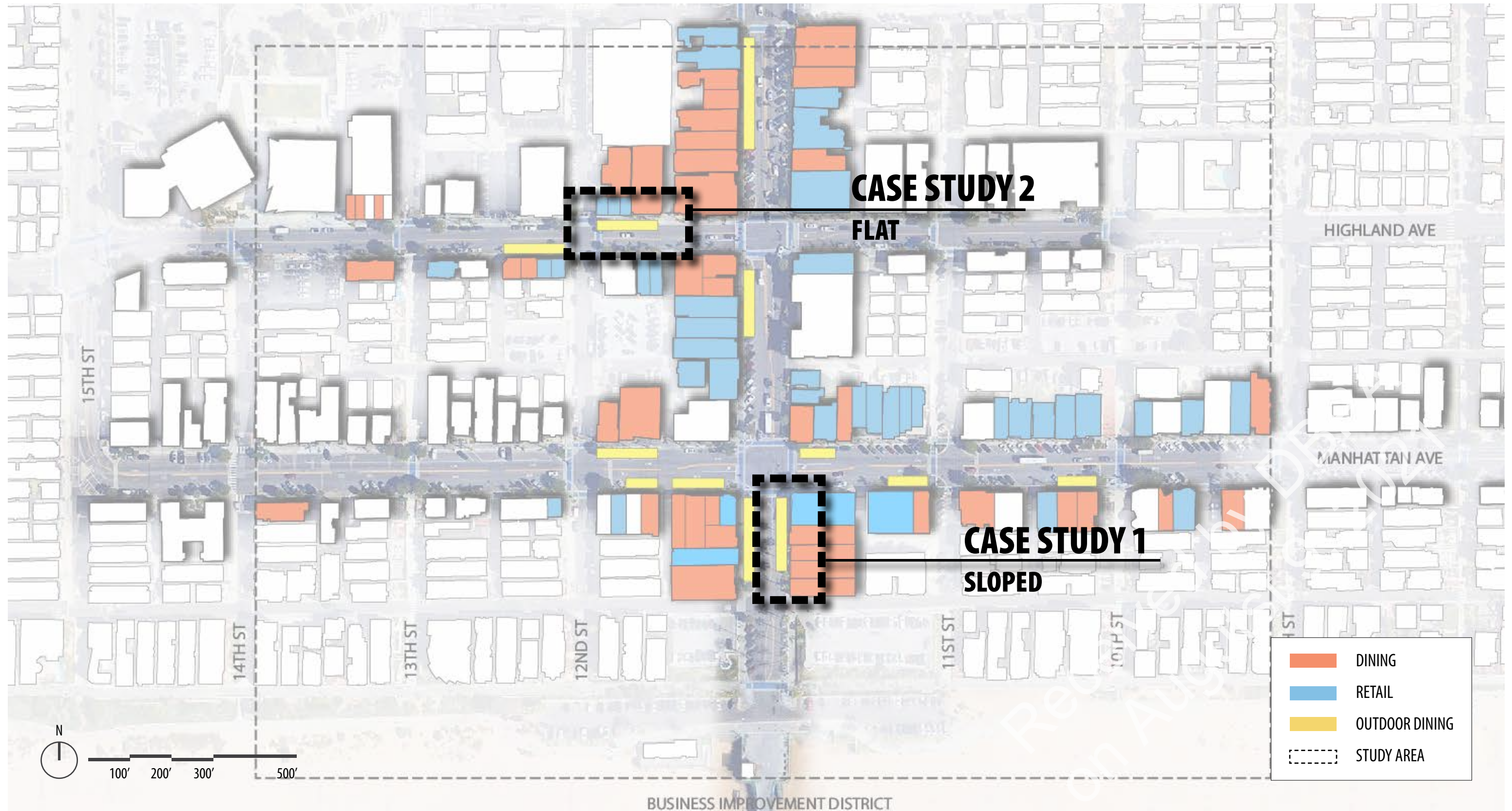
- This palette draws inspiration from :
- The color of the sky from sunrise to sunset
 - Ocean and local plan life



Hardie board
Stucco finish

Received by
on August 24, 2021

PEDESTRIAN REALM IN DOWNTOWN MANHATTAN BEACH



* Taken from map provided by Downtown Manhattan Beach Business + Professional Association

FLOOR PLAN & PERSPECTIVE AND ELEVATION

Received by DBPA
on August 9, 2021

FLOOR PLAN - MAXIMUM SEATING (24 SEATS / 408 SF)



FLOOR PLAN - OPTIMAL SEATING (20 SEATS / 408 SF)



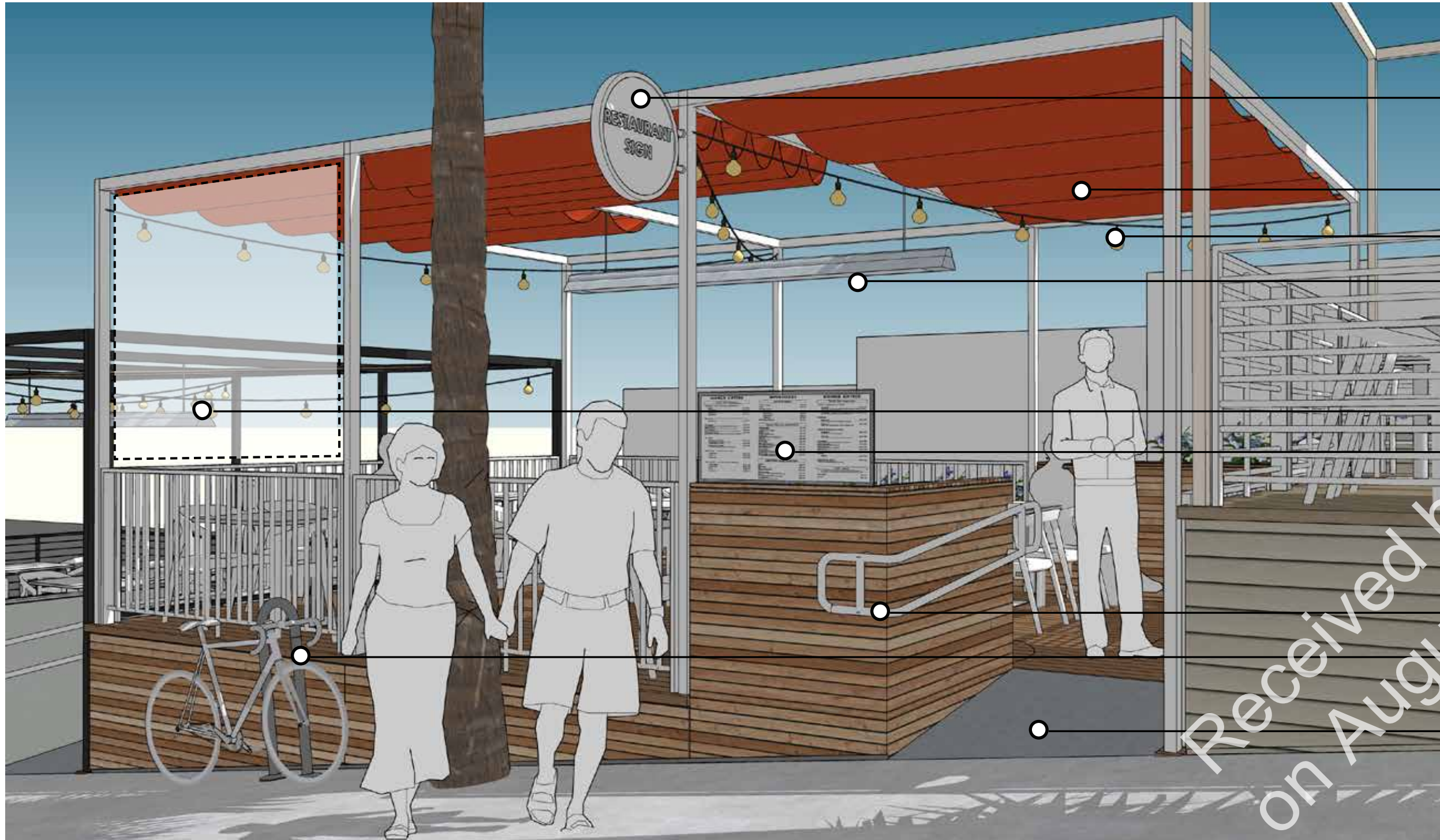
Received by DBPA
on August 19, 2021

FLOOR PLAN - COVID 19 SEATING (16 SEATS / 408 SF)



Received by DBPA
on August 9, 2021

PERSPECTIVE - ENTRY RAMP (SLOPE)



SIGNAGE

Street side signage should be flush with structure (parallel to street) and not project beyond structure, sidewalk side can project as blade sign if appropriate (Please refer to page 52)

RETRACTABLE CANVAS SHADE

LIGHTING

HEATER

WEATHER PROTECTIVE SCREEN

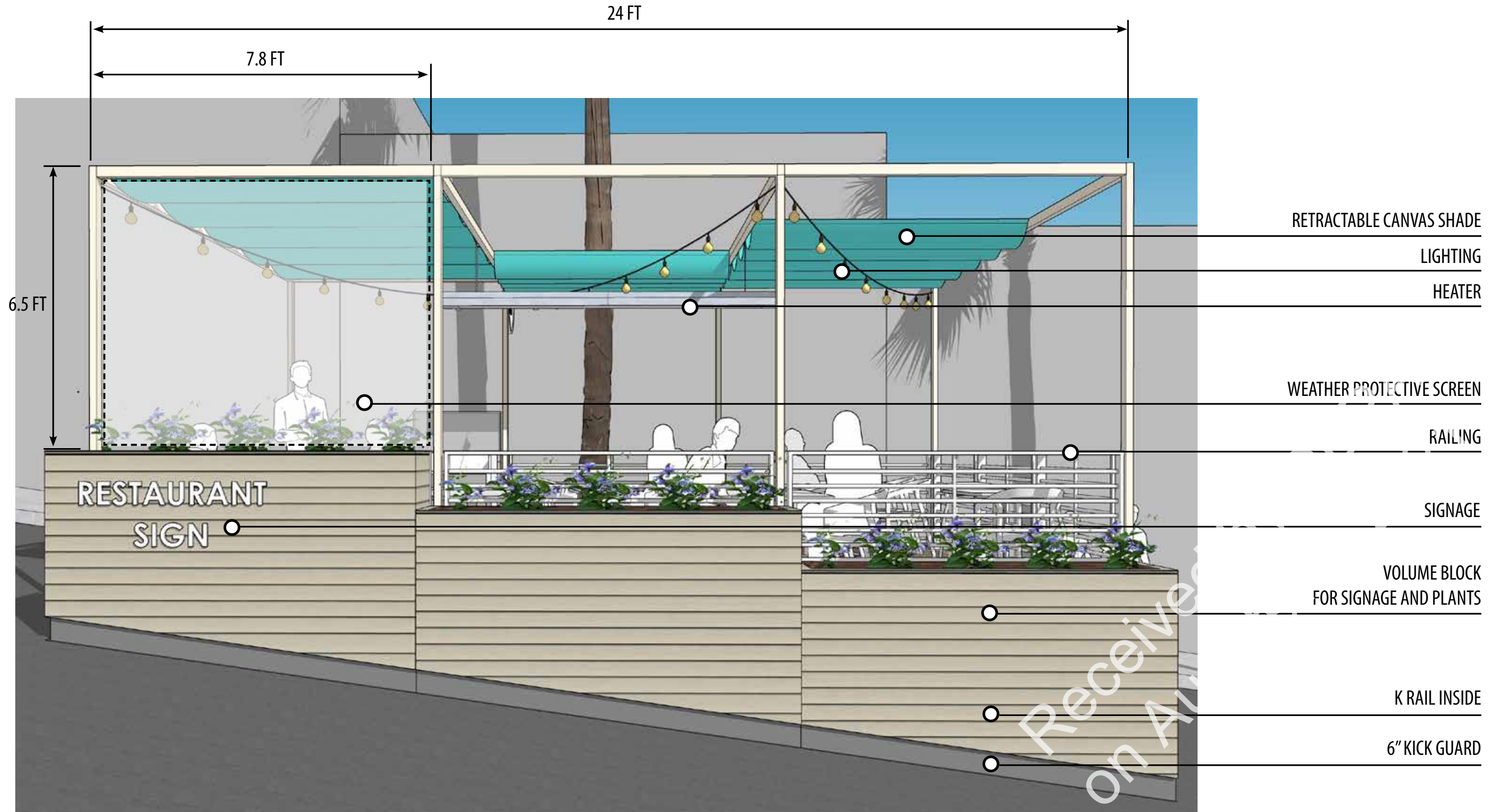
MENU

SAFETY HANDRAIL

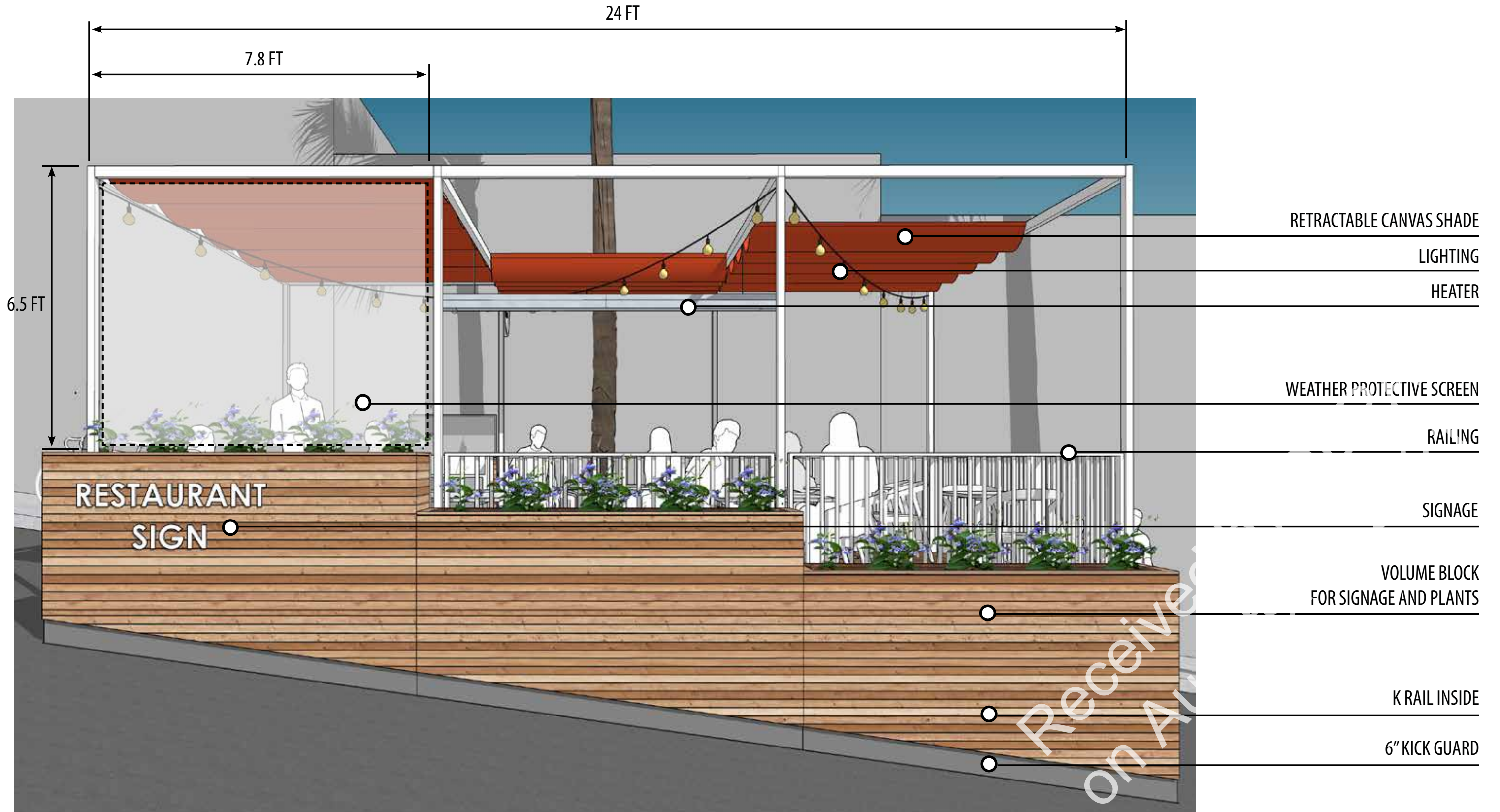
BIKE RACK

ADA ACCESSIBLE RAMP

ELEVATION - (A) NATURAL BEAUTY (SLOPE)



ELEVATION - (B) ICONIC CALIFORNIA BEACH TOWN (SLOPE)



ELEVATION - (C) SEA TO SKY (SLOPE)



ELEVATION (SLOPE)



(A) NATURAL BEAUTY

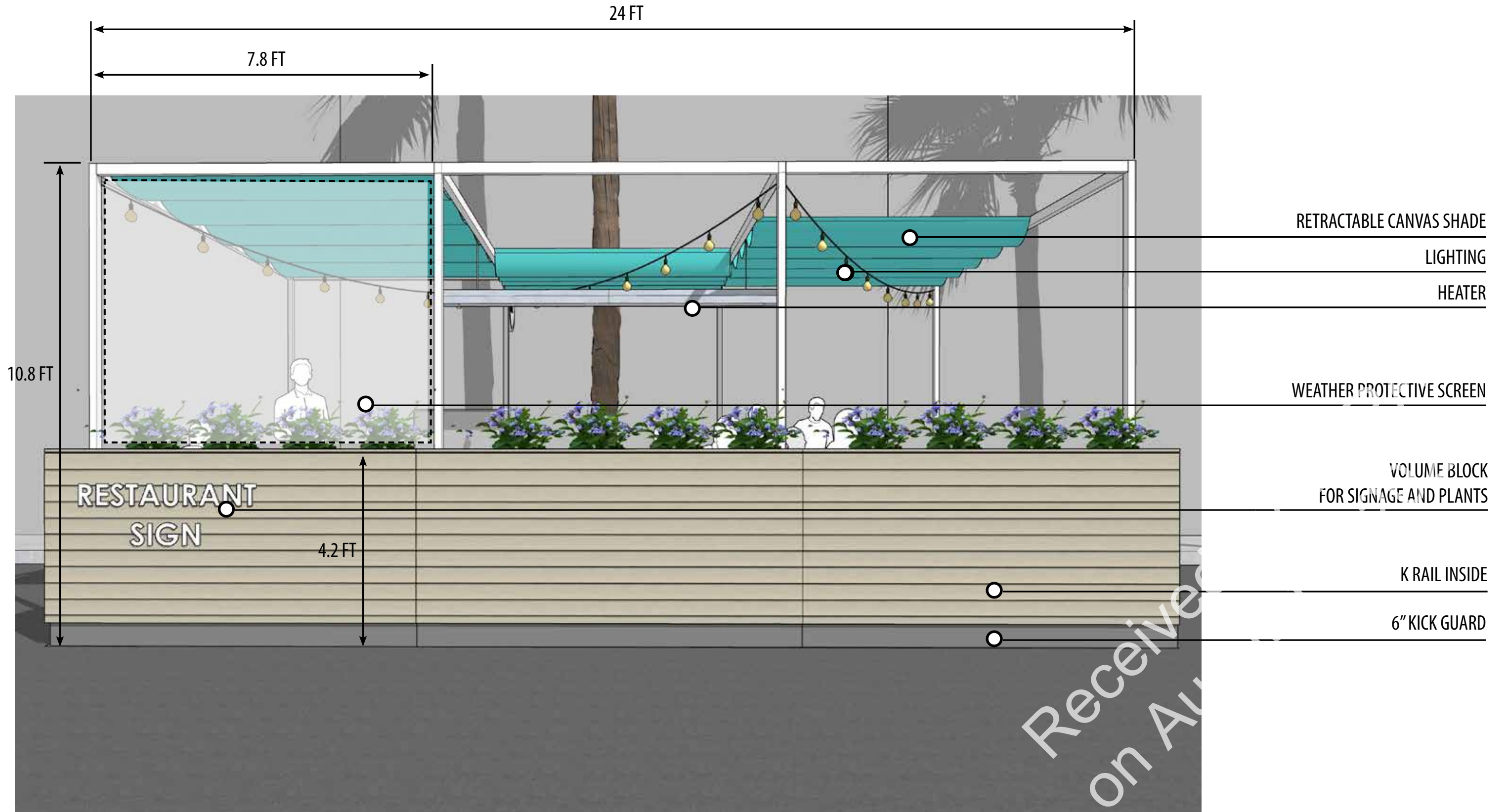


(B) ICONIC CALIFORNIA BEACH TOWN

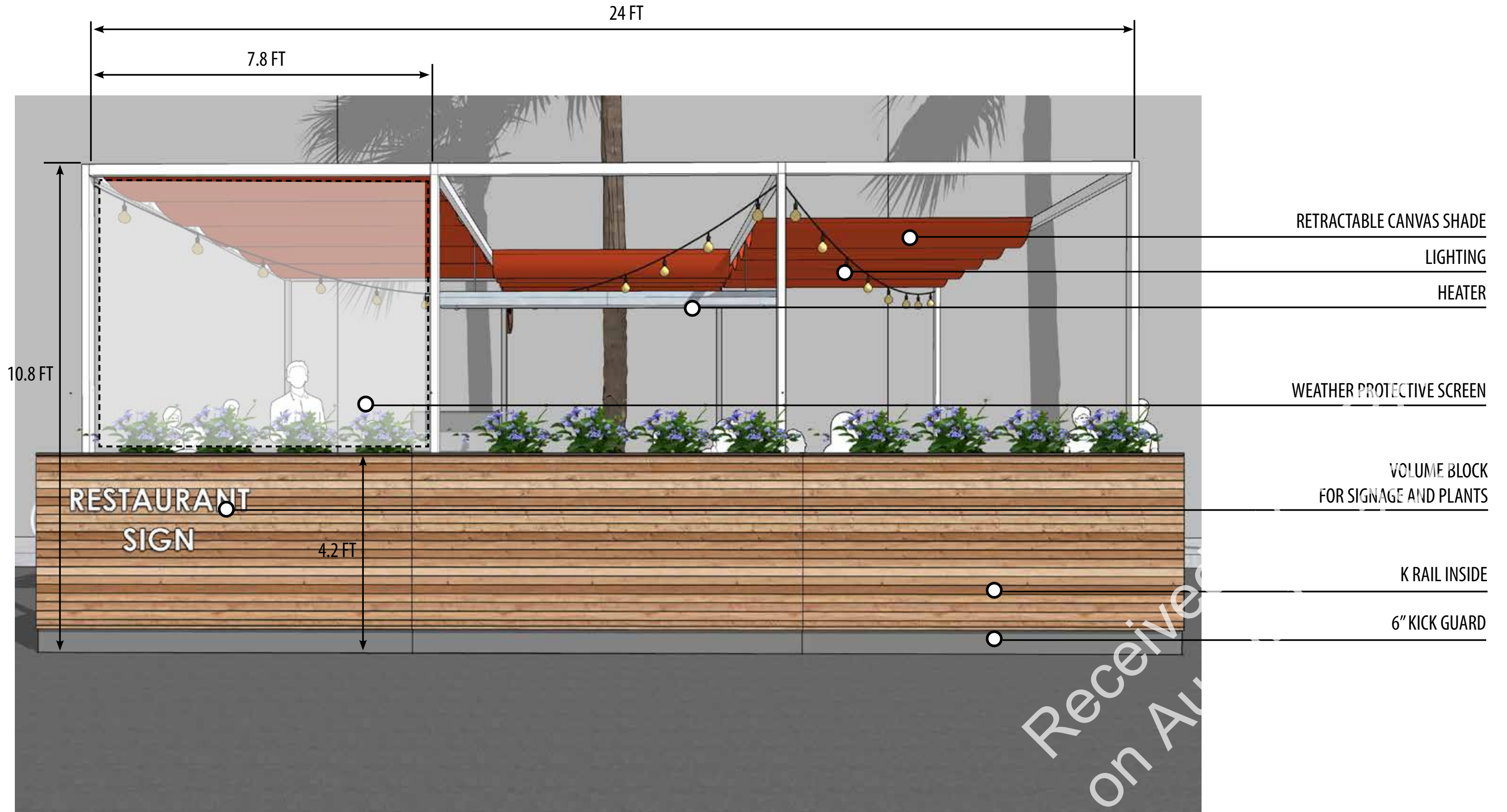


(C) SEA TO SKY

ELEVATION - (A) NATURAL BEAUTY (FLAT)



ELEVATION - (B) ICONIC CALIFORNIA BEACH TOWN (FLAT)



ELEVATION - (C) SEA TO SKY (FLAT)



ELEVATION (FLAT)



(A) NATURAL BEAUTY



(B) ICONIC CALIFORNIA BEACH TOWN



(C) SEA TO SKY

CONCEPT VIEWS

Received by DBPA
on August 9, 2021

CONCEPT VIEW (SLOPE)



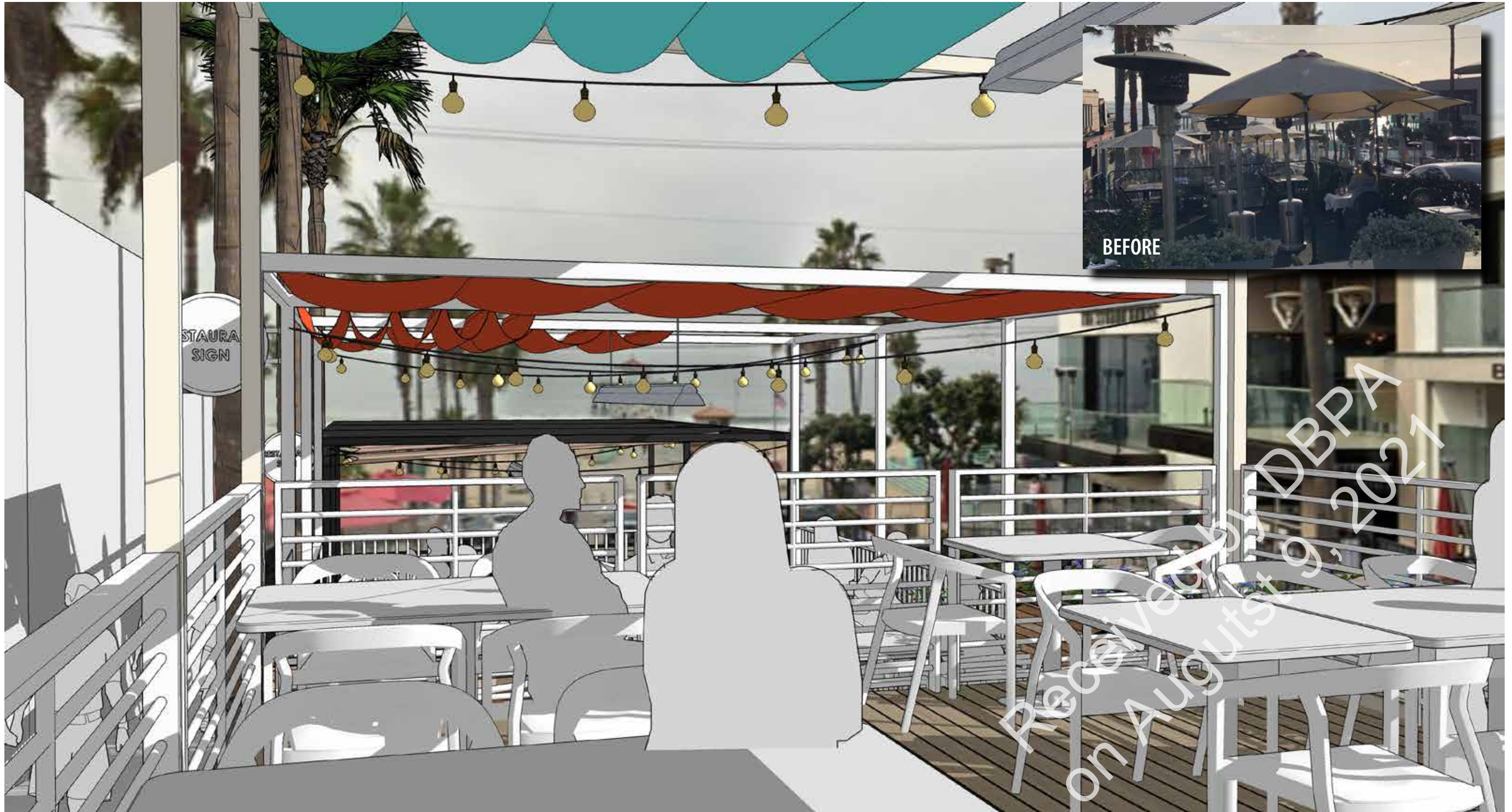
CONCEPT VIEW (SLOPE)



CONCEPT VIEW (SLOPE)



CONCEPT VIEW (SLOPE)



CONCEPT VIEW (SLOPE)



UMBRELLAS BLOCK THE VIEW FROM THE SECOND FLOOR AS WELL AS THE VIEW FROM THE OTHER TERRACES ABOVE



THIS TRAFFIC BARRIER IS UNATTRACTIVE

CONCEPT VIEW (FLAT)



CONCEPT VIEW (FLAT)



CONCEPT VIEW (FLAT WITH INTEGRATED K RAIL / PLANTER)



CONCEPT VIEW (FLAT WITH INTEGRATED K RAIL / PLANTER)



MATERIALS AND COSTS

Received by DBPA
on August 9, 2021

HIGH QUALITY SIGNAGE EXAMPLES



HEATER / WIND PROTECTION EXAMPLES

A) Heater

Natural Gas Heater from Patio Heater USA. 11.5' length, Ventable 20k to 40k BTUs.



B) Wind Protection

Roll down, exterior commercial use screens. Limited protection from wind. \$300-\$1200 EA



Glass partition wall. Good wind protection. \$200-\$500 per unit depending on length.



Plastic and canvas enclosure. Best wind protection. Cost varies.



PLANTER K RAIL

Crack resistant precast concrete planter K rail from Streetscapes. From 4' to 8' length and from 2' to 3' height.



ESTIMATED COST

Approx. \$150 - \$260 per GSF*

Typical terrace is 400 SF

Cost of labor. \$20k - \$22k

Total cost approx. \$75k - \$100k

*Cost of lighting, heating, natural gas supply line as well as structural engineering will need to be considered in greater detail for more accurate pricing.



KEY TAKEAWAYS

- ① K-Rails need to be integrated into the design. Wrap them in the finish wall material.
- ② Canvas shade canopies allow better sun protection and limit obstructions of views.
- ③ Three material palettes represent best practices and should be seen as guides.
- ④ Accommodate both COVID 19 and 'back to normal' seating arrangements.
- ⑤ Wind protection is an important issue. Screens provide flexibility.
- ⑥ Heating elements need to be integrated into canopy design; natural gas is a better / cleaner heat source than propane.
- ⑦ ADA ramps should be carefully integrated into deck design.
- ⑧ Signage needs to anticipate both street and sidewalk conditions, menu display next to deck entry.



EXTENSION OF OUTDOOR DINING PERMITS DISCUSSION OF FEES & WORK PLAN

CITY COUNCIL PRESENTATION

AUGUST 24, 2021



TOPICS

DISCUSS:

- Extension of outdoor street dining expiration date
- Waived fees (parking meter and right-of-way lease)
- Possible work plan item for long-term outdoor dining/uses



OUTDOOR DINING/USE DEADLINE

- Current expiration date is September 7
- 27 outdoor dining encroachment areas
- 71 public parking spaces used
- Dining areas west of Ocean Drive removed
- Up to 100% total seating capacity
- Rising cases from COVID-19 Delta variant
- July 17, 2021 - mandatory indoor face coverings
- Table spacing flexibility and customer comfort



REVENUE AND LEASE FEES

\$886,618 - total waived revenue June 2020-Aug 2021

Projected Monthly Revenue Loss

- \$56,150 / month for 71 spaces (\$2/hr x 13 hr/day/space)
- \$8,265 / month for 2,755 square feet (\$3/sq.ft.)
- \$8,500 / month in lost citation revenue
- **\$72,915** / month total revenue loss

Permit Fees Paid

- \$18,747 - building permit fees paid for raised decks
- \$20,756 - encroachment permit fees paid



LONG-TERM OUTDOOR DINING/USE

- Business Solutions Sub-Committee Meetings
- Public support for outdoor dining
- DBPA Outdoor Dining Study - Gensler
- Proposed Work Plan Item
 - Define project scope
 - Identify staffing requirements
 - Community participation
 - Potential impacts
 - Design guidelines
 - Funding



RECOMMENDATION

Discuss and provide direction to staff:

- Extension of street dining program
- Extension of fee waivers for parking meters and leases
- Initiation of work plan item for long-term outdoor dining





Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Erick Lee, Public Works Director
Mike Lang, Fire Chief
Prem Kumar, City Engineer
Mamerto Estepa Jr., Senior Civil Engineer

SUBJECT:

Consideration of Alternatives Related to Constructing a Temporary Fire Station as Part of the Fire Station No. 2 Replacement Project (Public Works Director Lee).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that City Council consider the alternatives related to constructing a temporary fire station as part of the Fire Station No. 2 Replacement Project (Project) and provide direction to staff.

FISCAL IMPLICATIONS:

The anticipated construction expenditures are \$9.7 million. Alternative 1 (concurrent construction of both the new and temporary fire stations) could save the City approximately \$150,000. Alternative 2 (declining the construction of a temporary station) could save the City approximately \$600,000. Alternative 3 (which is the original plan to construct the temporary fire station, followed by demolition and construction of the new, permanent fire station) would result in no savings on the construction phase of the Project.

If Alternative 1 or Alternative 2 is chosen, the \$2 million City contribution towards the project will be reduced by the savings amount.

BACKGROUND:

At the August 3, 2021 City Council meeting, City Council awarded construction agreements and authorized expenditures up to \$9.7 million for the construction of the Project. The scope of work

for the Project includes constructing a temporary fire station a quarter mile away from the existing Fire Station No. 2 facility; demolishing the existing Fire Station No. 2 structure and constructing a new facility; and removing of the temporary fire station and its associated site improvements. The anticipated construction phase expenditures are \$9.7 million, and construction is expected to last 21 months.

Staff presented to City Council three alternatives to constructing the temporary fire station. The three alternatives under consideration are listed below.

- 1. Construction Alternative #1: Concurrent Construction of the Temporary and Permanent Fire Station No.1.** Under this alternative, construction would begin and occur at both the temporary and permanent fire stations concurrently. Firefighters housed at Fire Station No. 2 will temporarily relocate to Fire Station No. 1, until the temporary fire station is completed (approximately 5-6 months). The temporary fire station would be in service until completion of the new Fire Station No. 2. This alternative is estimated to save the City approximately \$150,000 and reduce the completion of the new station from 21 months to 15 months.

Responsive measures will be in place to mitigate the effects of relocating the Fire Station No. 2 crew to Fire Station No. 1.

- a. Targeted Presence East of Sepulveda.* The Manhattan Beach Fire Department (MBFD) will modify operations (daily activities) to maintain a regular, physical presence to the portion of the City east of Sepulveda Boulevard.
- b. GPS Opticom System.* Nearly all of the City-owned signals are equipped with a GPS Opticom system, which preempts the traffic signals to give priority access to emergency vehicles at signalized intersections. This facilitates first responders in arriving to calls as quickly as possible.
- c. Automatic Aid System.* This system is already in place and enables emergency calls to leverage the availability and proximity of fire stations from neighboring jurisdictions. In some cases, these stations are closer to locations requiring Fire Department response than the City's centrally-located fire stations.

- 2. Construction Alternative #2: Housing All Firefighters at Fire Station No. 1 for Duration of Construction and Declining the Additive Bid Items Related to Establishing a Temporary Fire Station.** Under this alternative, firefighters housed at Fire Station No. 2 will relocate to Manhattan Beach Fire Station No. 1, located at 15th Street and Valley Drive, for the duration of the construction project, which is anticipated to last 14 months. This alternative is estimated to save the City approximately \$600,000 and reduce the construction duration to 14 months.

The same responsive measures noted above, to mitigate the effects of relocating Fire Station No. 2 to Fire Station No. 1, will still be in effect.

- 3. Construction Alternative #3: Proceed per City Council Award on August 3rd, 2020 with Award of Additive Bid Items: Firefighters Remain at Fire Station No. 2 Until Completion of the Temporary Fire Station, then Relocate and Work Out of Temporary Fire Station, While Demolition and Construction of the Replacement Fire Station No. 2 Occurs.** Under this alternative, the first phase of work on the Project is construction of the temporary fire station. Once complete, Fire Station No. 2 personnel will relocate to the temporary fire station, and the second phase of construction will commence. The second phase involves demolition and construction at the existing Fire Station No. 2 site. The temporary fire station would be in service until completion of the new Fire Station No. 2. This alternative will result in 21 months of construction and will not generate any savings for the City.

City Council directed staff to perform outreach in order to obtain feedback from the general public on the alternatives and report back on the findings at the subsequent meeting on August 24, 2021. At that meeting, City Council will consider the alternatives and provide direction to staff. This will allow staff to finalize the construction contract award amount in the agreement for execution with the Contractor. It is important that direction be provided before the 90 day bid valid period deadline of September 12, 2021.

DISCUSSION:

Staff launched an outreach campaign on August 6, 2021 to notify the public of the construction contract awards, the alternatives under consideration for construction of the temporary fire station, and to collect feedback on the alternatives for constructing a temporary fire station. Staff created a survey that was embedded into a project web page and directed online traffic to that web page through a news link on the City's website, e-mail, an ad in The Beach Reporter, and social media posts on Facebook, Twitter, and Instagram. In addition, staff placed hardcopies of the survey at the Joslyn Center.

Through August 16, 2021 at noon, the City received 351 responses. The results are as follows:

- 62% of the responses preferred Construction Alternatives #1 or #2 - alternatives that reduce the timeframe for construction of the new, replacement Fire Station No. 2 by over half a year, and reduce the overall costs of the Project.
- 50% of all responses preferred to Construction Alternative #2.
- 65% of all responses came from residents living in MBFD Zone 2 (the area served by Fire Station No. 2).
- 56% of the responses from residents living in Zone 2 preferred Construction Alternative #3 - construct a temporary fire station prior to demolition of the existing Fire Station No. 2.

Based on the results, there is no overwhelming consensus alternative that can be considered preferable by the City's Zone 2 residents or the general population of Manhattan Beach as a whole. Therefore, staff recommends that City Council consider the results of the City's outreach and provide direction to staff about constructing a temporary fire station as part of the Fire Station No. 2 Replacement Project.

The Fire Department has reviewed and analyzed its service delivery model and determined that

it can effectively consolidate all of its operations at Fire Station No. 1 during the construction period. If the City Council decides to pursue Alternative #1 or #2, staff will implement the mitigation measures outlined above to minimize service level impacts and ensure the Fire Department maintains a regular, physical presence in the service area east of Sepulveda Boulevard.

PUBLIC OUTREACH:

The public provided feedback on the construction alternatives, primarily through an online survey that was embedded into a project information webpage on the City's website. Staff promoted this survey in the following ways:

- News link on the City's website,
- Electronic notifications using the Parks & Recreation database (completed on 8/12/2021)
- Print ad placed in The Beach Reporter (completed on 8/12/2021)
- Social media posts on the City's Facebook, Twitter, and Instagram on (completed 8/9/2021, 8/12/2021, and 8/19/2021),
- Social media posts on the Fire Department Instagram on 8/12/2021

In addition, staff distributed hard copies of the information and the survey to the older adults attending programs at the Joslyn Center. The hardcopy survey contained the same information provided on the City's website.

ENVIRONMENTAL REVIEW:

The City reviewed the proposed project for compliance with the California Environmental Quality Act and determined that the project qualifies for Categorical Exemptions per the State CEQA Guidelines. The temporary fire station is exempt pursuant to Section 15302 (Replacement or Reconstruction) in that the new modular building is replacing an existing one, and it has the same capacity, and serves the same purpose (temporary municipal facility). The construction of the new fire station is exempt pursuant to Section 15303 (New Construction of Small Structures). Furthermore, there are no features that distinguish this project from others in the exempt classes; therefore, there are no unusual circumstances.

LEGAL REVIEW:

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

ATTACHMENTS:

1. Fire Station No. 2 Survey
2. Survey Results (August 16, 2021 at Noon)
3. PowerPoint Presentation



MANHATTAN BEACH PUBLIC WORKS

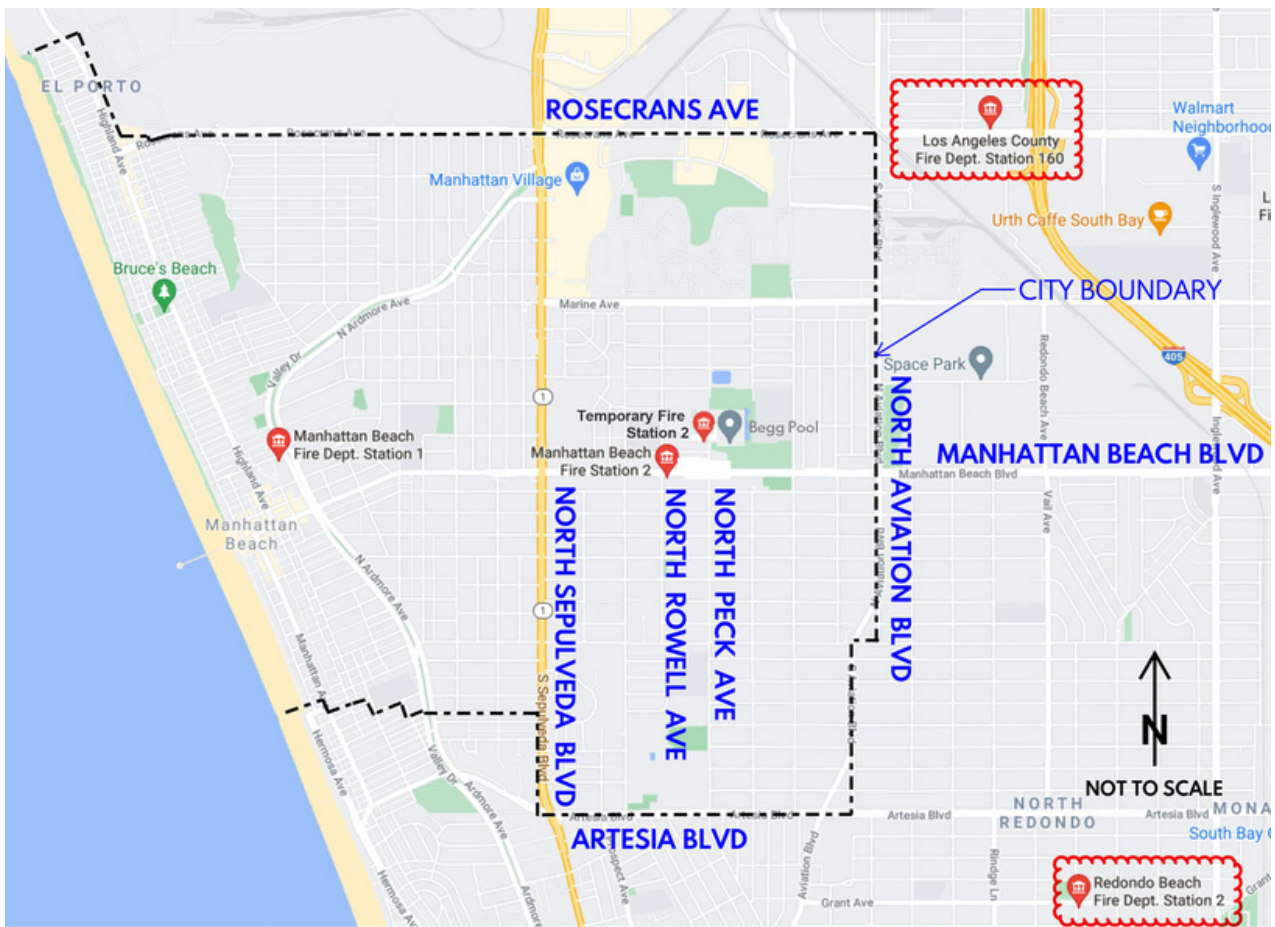
3621 Bell Avenue, Manhattan Beach, CA 90266

FIRE STATION #2 SURVEY

BACKGROUND

At its August 3, 2021 meeting, City Council awarded construction-related contracts and authorized expenditures up to \$9.7 million for the construction of the Fire Station No.2 Replacement Project. This project involves the complete demolition and reconstruction of Manhattan Beach Fire Station No. 2, located on Manhattan Beach Boulevard at Rowell Avenue. Prior to demolition of the existing facility, a temporary fire station may be constructed on North Peck Avenue, across from Begg Pool. The anticipated duration of construction of this project is 21 months.

In an effort to expedite the completion of the project and achieve cost savings for the City, different alternatives related to constructing a temporary fire station were explored. Three alternatives are being considered.



MANHATTAN BEACH FIRE STATION & VICINITY MAP

CONTACT INFORMATION

MAMERTO ESTEPA JR., SENIOR CIVIL ENGINEER

City Council Meeting
www.manhattanbeach.gov • mestepa@manhattanbeach.gov • (310) 802-5325
August 24, 2021

OPTIONS

CONSTRUCTION ALTERNATIVE #1: CONCURRENT CONSTRUCTION OF TEMPORARY AND PERMANENT FIRE STATION NO. 2

Under this alternative, construction would begin and occur at both the temporary and permanent fire stations concurrently. Firefighters housed at Fire Station No. 2 will temporarily relocate to Fire Station No. 1, until the temporary fire station is completed (approximately 5-6) months. The temporary fire station would be in service until completion of the new Fire Station No. 2. This alternative is estimated to save the City approximately \$150,000 and shorten the completion of the new station to 15 months. A number of measures will be in place to mitigate the effects of relocating the Fire Station No. 2 crew to Fire Station No. 1.

- **Targeted Presence East of Sepulveda Blvd.** The Manhattan Beach Fire Department (MBFD) will modify operations to maintain a regular, physical presence to the portion of the City east of Sepulveda Boulevard.
- **GPS Opticom System.** Nearly all of the City-owned signals are equipped with a GPS Opticom system, which preempts the traffic signals to give priority access to emergency vehicles at signalized intersections. This facilitates first responders in arriving to calls as quickly as possible.
- **Automatic Aid System.** This system is already in place and enables emergency calls to leverage the availability and proximity of fire stations from neighboring jurisdictions. In some cases, these stations are closer to locations requiring Fire Department response than the City's centrally-located fire stations.

CONSTRUCTION ALTERNATIVE #2: HOUSING ALL FIREFIGHTERS AT FIRE STATION NO. 1 FOR DURATION OF CONSTRUCTION

Under this alternative, firefighters housed at Fire Station No. 2 will temporarily relocate to Manhattan Beach Fire Station No. 1, located at 15th Street and Valley Drive, for the 15 months of construction. This alternative is estimated to save the City approximately \$600,000 and shorten the construction duration to 14 months. The same measures noted above, to mitigate the effects of relocating the fire Station No. 2 to Fire Station No. 1, will still be in effect.

CONSTRUCTION ALTERNATIVE #3 (ORIGINAL PLAN): CONSTRUCTION OF TEMPORARY FIRE STATION FOLLOWED BY PERMANENT FIRE STATION

Under this alternative, the temporary fire station will be constructed. Once complete, Fire Station No. 2 operations will relocate to the temporary fire station, and demolition and construction would proceed at the existing Fire Station No. 2 site. This alternative will result in
City Council Meeting August 24, 2021
Page 256 of 280

WHICH OF THESE ALTERNATIVES IS PREFERRED? SEE DESCRIPTIONS ABOVE FOR MORE DETAIL.

- Alternative #1: Concurrent Construction of Temporary and Permanent Fire Station No. 2 to complete the station in 15 months at a cost savings of \$150,000
- Alternative #2: Housing All Firefighters at Fire Station No. 1 for Duration of Construction to complete the station in 14 months at a cost savings of \$600,000
- Alternative #3 (Original Plan): Construction of Temporary Fire Station followed by Permanent Fire Station to complete the station in 21 months at a \$0 cost savings

RELATIONSHIP OF YOUR HOUSEHOLD TO MANHATTAN BEACH: (CHECK ALL THAT APPLY)

- Live in Manhattan Beach
- Do not live or work in Manhattan Beach
- Work in Manhattan Beach
- Attend programing, special events, classes and/or activities in Manhattan Beach
- Children attend school in Manhattan Beach

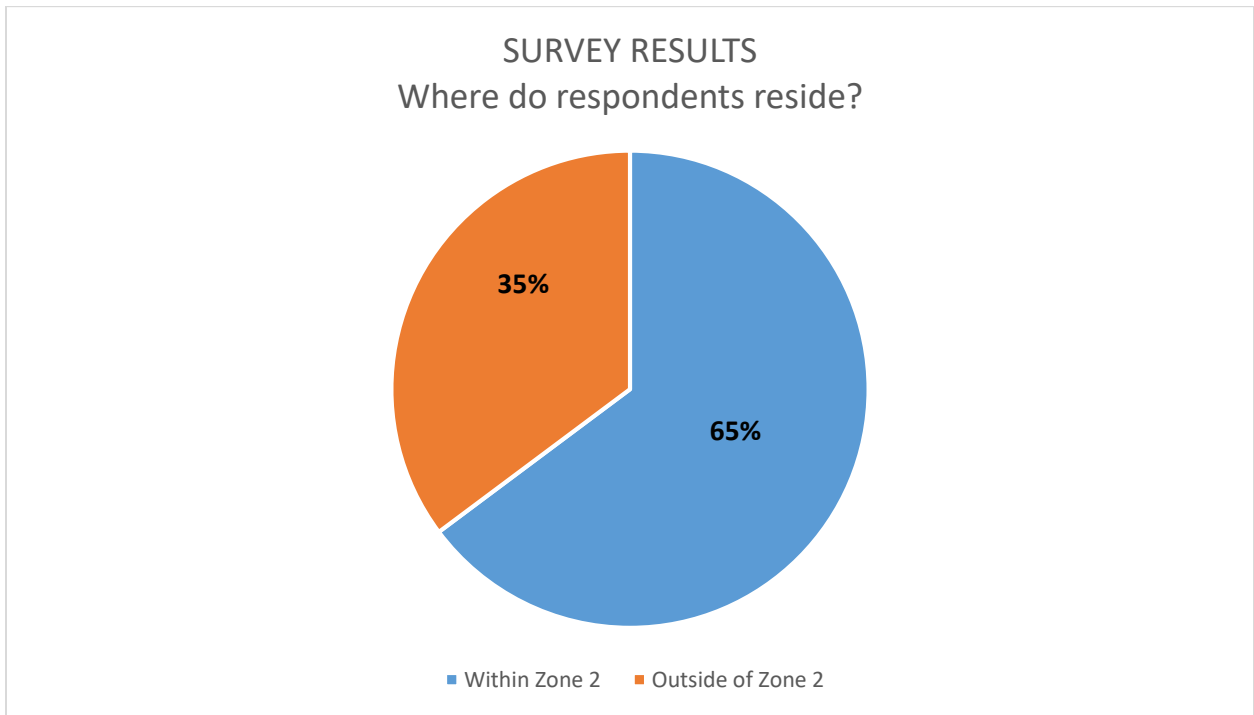
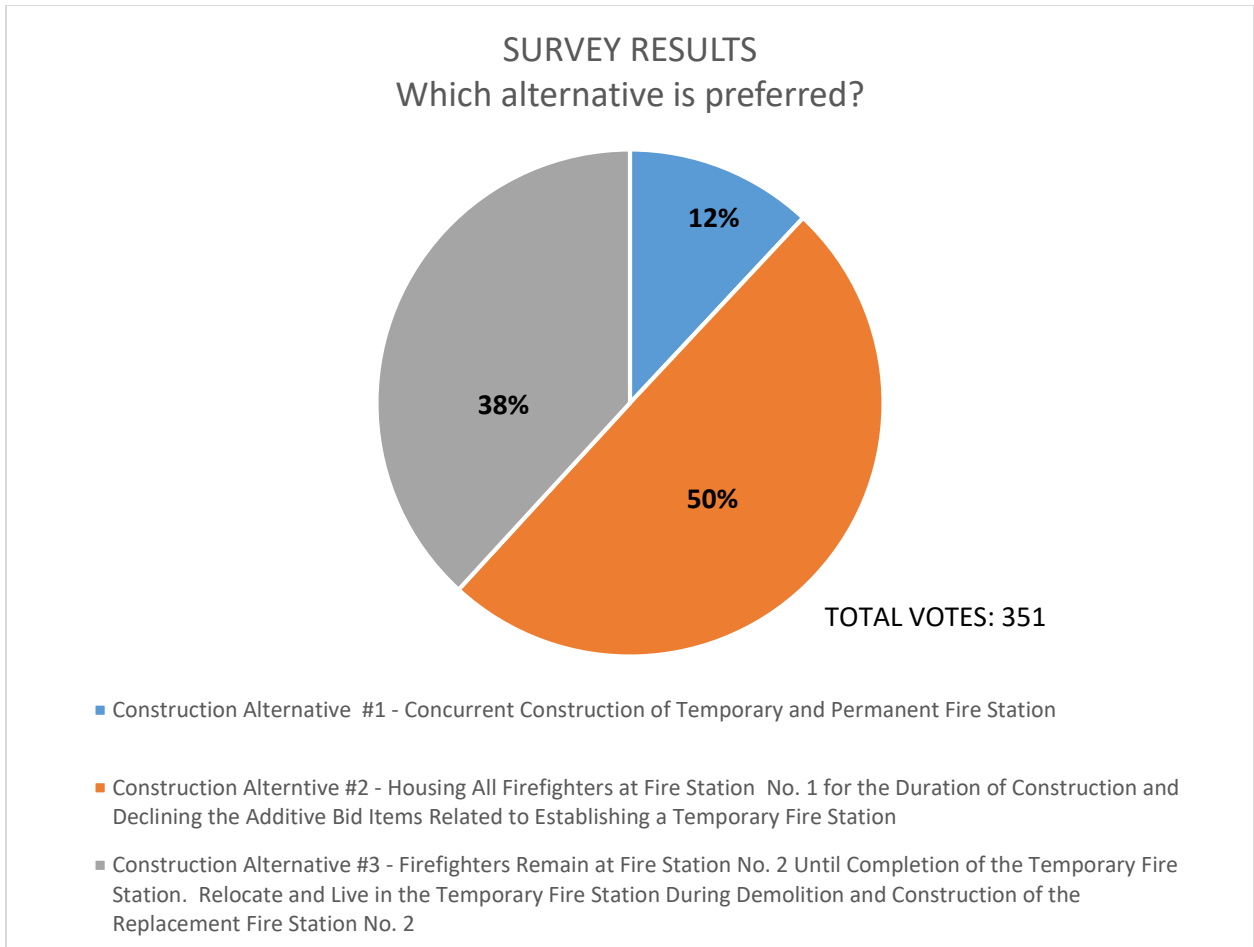
IF YOU ARE A RESIDENT, DO YOU LIVE IN MANHATTAN BEACH FIRE DEPARTMENT SERVICE ZONE 2?

- Yes
- No



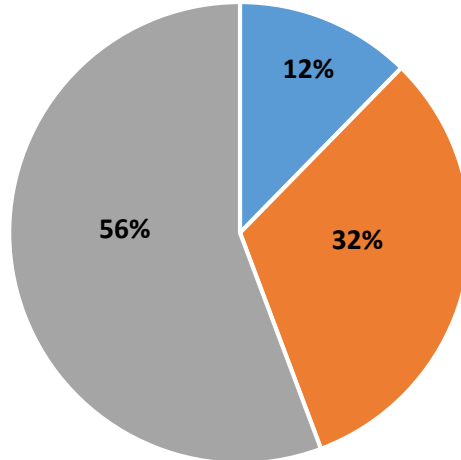
DO YOU HAVE ANY ADDITIONAL COMMENTS OR FEEDBACK FOR THE CITY TO CONSIDER AS IT RELATES TO THIS PROJECT? PLEASE PROVIDE IT HERE:

SURVEY RESULTS AS OF AUGUST 16, 2021 AT NOON



SURVEY RESULTS AS OF AUGUST 16, 2021 AT NOON

SURVEY RESULTS
Which alternative is preferred?
Results for Zone 2 Residents



- Construction Alternative #1 - Concurrent Construction of Temporary and Permanent Fire Station
- Construction Alternative #2 - Housing All Firefighters at Fire Station No. 1 for the Duration of Construction and Declining the Additive Bid Items Related to Establishing a Temporary Fire Station
- Construction Alternative #3 - Firefighters Remain at Fire Station No. 2 Until Completion of the Temporary Fire Station. Relocate and Live in the Temporary Fire Station During Demolition and Construction of the Replacement Fire Station No. 2

CONSIDERATION OF ALTERNATIVES RE: CONSTRUCTING A TEMPORARY FIRE STATION AS PART OF THE FIRE STATION NO. 2 REPLACEMENT PROJECT

BACKGROUND

- **August 3, 2021:** City Council awarded construction agreements and authorized expenditures up to \$9.7 million for construction of the Fire Station No. 2 Replacement Project.
- ✓ Staff presented 3 alternatives for constructing the temporary fire station.
- ✓ City Council directed staff to perform outreach to obtain feedback from the general public on the alternatives and report back on the findings at the August 23, 2021 City Council meeting.

OUTREACH

➤ **August 6, 2021:** Staff launched an outreach campaign.

✓ **Elements of Outreach Campaign**

- ✓ Project Web Page
- ✓ Survey

✓ **Vehicles Used to Promote the Outreach Efforts**

- ✓ News Link on City Website
- ✓ E-mail
- ✓ Ad in the Beach Reporter
- ✓ Facebook
- ✓ Twitter
- ✓ Instagram
- ✓ Hard Copy Surveys @ Joslyn Center

ALTERNATIVES

- 1. Construction Alternative 1:** Concurrent construction of the Temporary and Permanent Fire Station #2 to complete the station in 15 months at a cost savings of \$150,000.
- 2. Construction Alternative 2:** House all firefighters at Fire Station No. 1 to complete the station in 14 months at a cost savings of \$600,000.
- 3. Construction Alternative 1:** Construct the Temporary, followed by the Permanent Fire Station #2, and complete the station in 21 months at a cost savings of \$150,000.

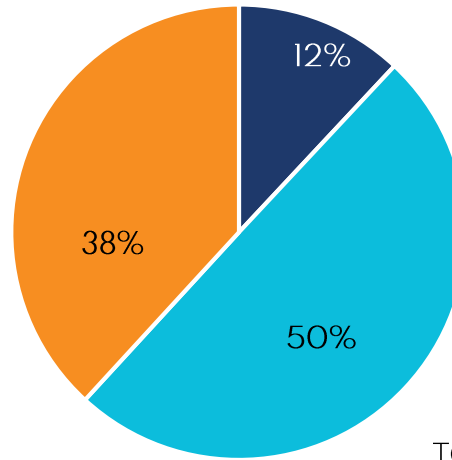
SURVEY

1. Which alternative was preferred?
2. Identify relationship of household to Manhattan Beach.
3. Does the respondent live in Zone 2?
4. Any additional feedback



SURVEY RESULTS

Which alternative is preferred?

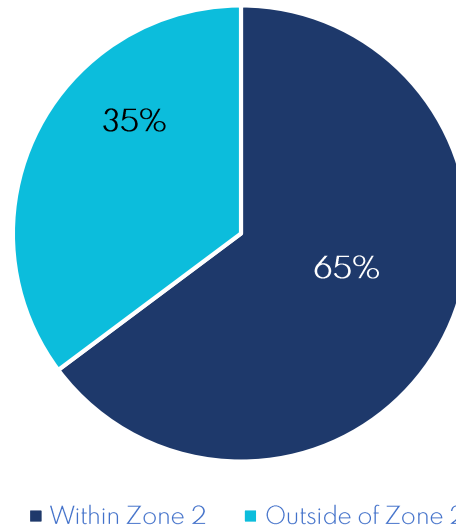


TOTAL VOTES: 351

- Construction Alternative #1 - Concurrent Construction of Temporary and Permanent Fire Station
- Construction Alternative #2 - Housing All Firefighters at Fire Station No.1 for the Duration of Construction and Declining the Additive Bid Items Related to Establishing a Temporary Fire Station

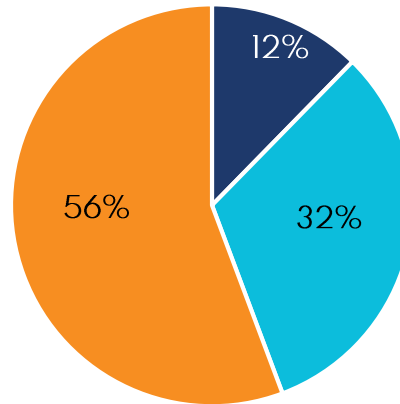
SURVEY RESULTS

Where do respondents reside?



SURVEY RESULTS

Which alternative is preferred?
Results for Zone 2 Residents



- Construction Alternative #1 - Concurrent Construction of Temporary and Permanent Fire Station
- Construction Alternative #2 - Housing All Firefighters at Fire Station No.1 for the Duration of Construction and Declining the Additive Bid Items Related to Establishing a Temporary Fire Station

RESULTS

No overwhelming consensus alternative that can be considered preferable by the City's Zone 2 residents or the general population of Manhattan Beach as a whole



RECOMMENDATION

Staff recommends that City Council consider the results of the City's outreach and provide direction to the City Manager on how to proceed with construction on the Fire Station No. 2 Replacement Project.

Q & A





Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

FROM:

Bruce Moe, City Manager

SUBJECT:

Consideration of Request by Mayor Pro Tem Stern to Place a Peace Pole in the Public Right-of-Way in Recognition of the United Nations International Day of Peace (City Manager Moe).

DISCUSS AND PROVIDE DIRECTION

RECOMMENDATION:

Staff recommends that the City Council discuss and provide direction on the placement of a Peace Pole in the public right of way.

FISCAL IMPLICATIONS:

The cost of the Peace Pole is \$140. If approved, there will be minor expenses involved with the actual placement of the pole.

BACKGROUND:

Mayor Pro Tem Stern has requested that a Peace Pole be placed in the public right of way (ex: the Civic Center plaza area) in recognition of the United Nations International Day of Peace (link: [International Day of Peace <https://internationaldayofpeace.org/>](https://internationaldayofpeace.org/)). The U.N. International Day of Peace encourages communities to engage in initiatives including planting a Peace Pole. In 2020, our local community peace initiative, "Stand 4 Peace," brought together MBUSD and Compton School District to plant Peace Poles at their respective school sites.

Mayor Pro Tem Stern's request is to install a Peace Pole and have a ceremonial dedication on the evening of Thursday, September 9, 2021 at 5 PM, the date of the next City Council meeting. The pole acquired has "May Peace Prevail on Earth" on one side, with a similar messages for "in our homes," "in our schools," and "in our communities" on the other sides. (See link: [Peace Poles The Original Peace Pole Makers <https://peacepoles.com/>](https://peacepoles.com/)).

DISCUSSION:

Staff recommends that the City Council consider the request. Further, if City Council so

chooses, direction may be given regarding the approval process for similar future requests from Councilmembers. Such direction may also include development of a policy.

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.



Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Liza Tamura, City Clerk

Martha Alvarez, Assistant City Clerk

SUBJECT:

Agenda Forecast (City Clerk Tamura).

INFORMATION ITEM ONLY

DISCUSSION:

The subject matter below is anticipated to appear on future City Council Agendas. It's important to note that the information being provided is tentative, subject to change and is listed for planning purposes only. Agendas for City Council Meetings are finalized and posted 6 days prior to the meeting date.

CEREMONIAL

- Recognition of Manhattan Beach Rotary.
- Proclamation Declaring October 2021 as National Community Planning Month.
- Recognition to Manhattan Beach's Certified Green Businesses.
- Proclamation Declaring November 2021 as National Family Caregivers Month.
- Annual "Home Escape Plan" Contest Winners.
- Proclamation Declaring the Week of November 14-November 20, 2021, as United Against Hate Week.

CONSENT

- City Council Minutes (City Clerk Tamura).
- Financial Reports (Finance Director Charelian).
- Consideration of a Resolution Approving a Sub-Recipient Agreement Between the City of Los Angeles County Regarding the State Homeland Security Program and Authorizing Acceptance of a Grant in the Amount of \$50,000 for the Purchase of Equipment to Enhance Regional Communication Capabilities (Police Chief Abell).

- Consider Waiving Formal Bidding per Manhattan Beach Municipal Code Section 2.36.140 and Adopting a Resolution Approving a Five-Year Agreement with Spectrum for Fiber Optic Maintenance with an Estimated Annual Value of \$54,088 (Information Technology Director Hackelman).
- Consideration Designating a Voting Delegate and Alternates to the 2021 League of California Cities Annual Conference; Authorize the Delegate and Alternates Voting Authority on Proposed Resolution(s) Being Considered at the Conference (City Clerk Tamura).
- Consideration of Awarding RFP No. 1258-21 and Adopting a Resolution Approving an Agreement with *** for Citywide HVAC Maintenance, Repair and Replacement (Public Works Director Lee).
- Adoption of Annual Investment Policy for Fiscal Year 2021-2022 and Delegation of Responsibility for Investing Funds to the City Treasurer (Finance Director Charelian).
- Adoption of an Ordinance Amending Various Sections of Chapter 5.24 and 5.26 of the Manhattan Beach Municipal Code Regarding Solid Waste (SB 1383) (Public Works Director Lee).
- Consideration of Items Regarding Polliwog Park Lower Playground (Public Works Director Lee).
- Consideration of a Resolution Approving Amendment No. 2 for \$*** to Onward Engineering's Existing Professional Services Agreement for Additional Right-of-Way Services for the Manhattan Beach Boulevard and Sepulveda Boulevard Intersection Improvement Project; Authorizing the City Manager to Execute the Amendment (Public Works Director Lee).
- Consideration of a Resolution Approving Amendment No. 1 to the General Services Agreement with Hadronex for Sewer Smart Covers at a Cost Not-to-Exceed \$*** (Public Works Director Lee).
- Urban Water Management (Public Works Director Lee).

PUBLIC HEARING

- Conduct a Public Hearing for Consideration of Adopting Resolutions Regarding Renewal of Downtown Business Improvement District (BID) for Fiscal Year 2021-2022 Including Authorization to Collect Assessments; Ratification of the District Advisory Board; Authorization to Enter Into an Agreement with the Downtown Manhattan Beach Business and Professional Association; and Authorization to Disburse Assessments Collected Through July 31, 2021 (Finance Director Charelian).
- Conduct a Public Hearing Regarding Urban Water Management Plan (Public Works Director Lee).

GENERAL BUSINESS

- Request by Mayor Hadley and Councilmember Montgomery to Discuss Engaging a Dedicating Homeless Outreach Housing Navigator and Reserving Beds Specifically for Manhattan Beach (City Manager Moe).
- Discuss and Provide Direction on Potential Additional Water Runoff Reduction Measures in the City for New Commercial and Residential Construction (Continued from the August 3, 2021, City Council Meeting) (Community Development Director Tai).
- Update on the City's Homelessness Initiatives including: 1) a Cost Estimate for

Contracting with the City of Redondo Beach for Homeless Court and Prosecution Services, 2) Possible Engagement with Los Angeles County to Develop a Regional County-Run Homeless Court, and 3) Grant Applications with the South Bay Cities Council of Governments (SBCCOG) for Measure H Grant Funding for Homeless Services (City Manager Moe).

- Consideration of Licensing the City of Manhattan Beach Logo and Establishing a City Council Brand and Licensing Subcommittee (Parks and Recreation Director Leyman).
- Consideration of a Resolution Approving an Agreement with *** for the Replacement of Water Meters for an Amount Not-to-Exceed \$*** for the Water Meter Upgrade and Automation Project (Public Works Director Lee).
- Introduction of an Ordinance Amending Various Sections of Chapter 5.24 and 5.26 of the Manhattan Beach Municipal Code Regarding Solid Waste (SB 1383) (Public Works Director Lee).
- Discuss and Provide Direction on Potential Regulatory Actions that Increase Energy Efficiency of New Buildings, Including Options Such as All-Electric (No Gas Appliances) or Electric-Ready (Electric or Gas Appliances) in New Construction (Continued from the August 3, 2021, City Council Meeting) (Community Development Director Tai).
- Update on Fiscal Year 2021-2022 City Council Work Plan (City Manager Moe).
- Donation of a Surfboard Sculpture from the North Manhattan Beach BID (Parks and Recreation Director Leyman).
- Cultural Arts Work Plan Updates (Rainbow Crosswalk, MBAC Frieze, Utility Boxes, City Hall Lobby Mural) (Parks and Recreation Director Leyman).
- MBEF Donor Wall (Parks and Recreation Director Leyman).

INFORMATIONAL

- City Council Reorganization (City Clerk Tamura).
- Reorganization of the Manhattan Beach Capital Improvements Corporation (Finance Director/CFO Charelian).



CITY OF MANHATTAN BEACH
1400 Highland Avenue Manhattan Beach, CA 90266
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STAFF REPORT

Agenda Date: 8/24/2021

TO:

Honorable Mayor and Members of the City Council

THROUGH:

Bruce Moe, City Manager

FROM:

Carrie Tai, Community Development Director

SUBJECT:

Commission Minutes:

This Item Contains the Planning Commission Meeting Minutes of August 11, 2021 (Cancelled)
(Community Development Director Tai).

INFORMATION ITEM ONLY

The attached minutes are for information only:

1. Planning Commission Meeting Minutes of August 11, 2021 (Cancelled)

**CITY OF MANHATTAN BEACH
MINUTES OF THE PLANNING COMMISSION
Manhattan Beach City Hall
August 11, 2021**

The City of Manhattan Beach Planning Commission regular meeting of **August 11, 2021**, was CANCELLED due to no agenda items being scheduled.

The next meeting of the Planning Commission is scheduled for August 25, 2021, at 3:00 p.m.

