



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Tell and Members of the City Council

THROUGH: David N. Carmany, City Manager

FROM: Jim Arndt, Director of Public Works
Steve Finton, City Engineer

DATE: August 2, 2011

SUBJECT: Consideration to Authorize the City Manager to Award an Agreement to Moffatt & Nichol for Preparation of Plans and Specifications for Localized Structural Rehabilitation of the Manhattan Beach Pier (\$37,000)

RECOMMENDATION:

Staff recommends that City Council pass a motion authorizing the City Manager to execute an agreement with Moffatt & Nichol in the amount of \$37,000 to prepare plans and specifications for localized structural rehabilitation of the Manhattan Beach Pier.

FISCAL IMPLICATION:

Funding for this project in the amount of \$500,000 was appropriated for this project through the fiscal year 2011-12 Capital Improvement Plan (CIP).

BUDGET	
FY2011-12 CIP; State Pier and Parking Fund	\$500,000.00
TOTAL BUDGET	\$500,000.00

EXPENDITURES	
Moffatt & Nichol Design Services	\$37,000.00
ESTIMATED BALANCE AVAILABLE FOR CONSTRUCTION	\$463,000.00

BACKGROUND:

The Manhattan Beach Pier is a reinforced concrete structure constructed between 1917 and 1920. In the 1950s, the County of Los Angeles completed a major repair project where pneumatically placed concrete was placed on areas showing deterioration. This project resulted in an almost freeform shape of the piles and girders. In the 1980s, corrosion in the reinforcing steel caused concrete to spall from the structure causing hazardous conditions for persons walking under the pier. In 1988, the City entered into an operating agreement with the State of California where the City took over maintenance responsibilities for the pier. Also in 1988, a full structural

assessment of the pier was conducted that identified structural deficiencies and recommended rehabilitation. In 1992, the latest major rehabilitation project was completed. This project included the full removal and replacement of the pier deck and much of the support structure. Other than lights and railing repairs, this was the last significant rehabilitation work performed on the pier.

Pier Condition Assessment

On August 3, 2010, the City issued a request for proposals (RFP) for inspection of the pier. Three proposals were received on September 15, 2010. Based on their experience with marine structures, Moffatt & Nichol was selected to perform the condition assessment. On November 16, 2010, City Council awarded a contract to Moffatt & Nichol to perform the pier assessment.

Moffatt & Nichol performed the assessment in February and March 2011. Divers performed underwater inspection of the piers and engineers used special boom trucks to inspect the under-deck structure. The inspection report was completed and submitted on May 20, 2011. A copy of the report is available for review in the Office of the City Clerk.

DISCUSSION:

The Pier Condition Assessment Report indicates that the pier is in fair condition with localized areas of moderate to advanced deterioration. Necessary rehabilitation was identified and prioritized as follows:

		<u>Estimated Cost</u>
Priority 1	Repairs recommended within 12 months	\$178,000
Priority 2	Repairs recommended within 36 months	\$259,500
Total		\$438,300

Priority 1 repairs are generally as follows:

1. Rehabilitation of localized concrete cracks and spalls at 18 locations.
2. Replacement of utility line hangers under the pier deck at 22 locations.
3. Replacement of light pole hand hole covers at four locations.
4. Installation of utility conduit at one location.

Priority 2 repairs include crack and spall repairs at 50 locations.

Recommended Agreement with Moffatt & Nichol

It is recommended that both priority 1 and 2 repairs be performed concurrently. Staff requested a proposal from Moffatt & Nichol to prepare plans and specifications for the completion of both the Priority 1 and 2 repairs. Staff recommends awarding the agreement to Moffat & Nichol based on their demonstrated expertise with marine structures established through the 2010 qualification based evaluation process. Additionally, Moffatt & Nichol completed much of the drawing work during the condition assessment process which significantly reduces the level of effort and cost required to complete the plans and specifications for the rehabilitation work. The recommended agreement is in the amount of \$37,000.

Attachment A: Moffatt & Nichol Agreement

xc: Henry Mitzner, Controller

ATTACHMENT

A

AGREEMENT

THIS AGREEMENT is made this 2nd day of August, 2011 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and MOFFATT & NICHOL, a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to prepare plans and specifications for the rehabilitation of the Manhattan Beach pier per the recommendations included in the Pier Condition Assessment Report prepared by Moffatt & Nichol dated May 20, 2011;
2. CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term of Agreement. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.

1.1 Termination. CITY and CONSULTANT shall have the right to terminate this Agreement, without cause, by giving fifteen (15) days written notice. Upon receipt of a termination notice, CONSULTANT shall:

- (1) promptly discontinue all services affected (unless the notice directs otherwise); and
- (2) promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONSULTANT in performing the Agreement to CITY, whether completed or in progress. CONSULTANT shall be entitled to reasonable compensation for the services it performs up to the date of termination.

2. Services to be Provided. The services to be provided hereunder shall be *those set forth in Exhibit "A", Scope of Work*, which is attached hereto and incorporated herein by this reference.

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3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed Thirty Seven Thousand Dollars (\$37,000)

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, written authorization by CITY will be required, *[payment shall be based on hourly rates in Exhibit "B"]*.

3.3 Expenses. CONSULTANT shall not be entitled to any additional compensation for expenses.

4. Professional Standards. CONSULTANT shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice, and materials furnished under this Agreement.

5. Time of Performance. CONSULTANT shall complete all services required hereunder as and when directed by CITY *[as set forth in Exhibit "C"]*. However, CITY in its sole discretion, may extend the time for performance of any service.

6. Employees and Subcontractors. CONSULTANT may, at CONSULTANT'S sole cost and expense, employ such other person(s) as may, in the opinion of CONSULTANT, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the CITY.

7. Insurance Requirements.

7.1 Commencement of Work. CONSULTANT shall not commence work under this Agreement until it has obtained CITY approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, CONSULTANT must have and maintain in place, all of the insurance coverages required in this Section 7. CONSULTANT'S insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section 7 and CONSULTANT shall be responsible to obtain evidence of insurance from each subcontractor and provide it to CITY before the subcontractor commences work.

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All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to do business in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by CITY.

7.2 Coverages, Limits and Policy Requirements.
CONSULTANT shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting CITY. The limit for all coverages under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the CITY. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000) per accident. CITY, its employees, officials and agents, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation, non-

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renewal or material change in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by CITY. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars (\$1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of CITY.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of one million dollars (\$1,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to do business in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to CITY.

7.3 Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit CONSULTANT'S liability hereunder, nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto. CITY shall notify CONSULTANT in writing of changes in the insurance requirements. If CONSULTANT does not deposit copies of acceptable insurance policies with CITY incorporating such changes within sixty (60) days of receipt of such notice, CONSULTANT shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by CITY. Any deductible exceeding an amount acceptable to CITY shall be subject to the following changes:

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- (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to CITY and its officials, employees and agents (with additional premium, if any, to be paid by CONSULTANT) ; or
- (2) CONSULTANT shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

7.4 Verification of Compliance. CONSULTANT shall furnish CITY with original endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by CITY before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, CONSULTANT shall deliver to CITY a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to CITY.

8. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. Non-Discrimination. CONSULTANT covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

10. Independent Contractor. It is agreed that CONSULTANT shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.

11. Compliance with Law. CONSULTANT shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

12. Ownership of Work Product. All documents or other information created, developed or received by CONSULTANT shall, for purposes of copyright law, be deemed works made for hire for CITY by CONSULTANT as CITY'S employee(s) for hire and shall be the sole property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.

13. Conflict of Interest and Reporting. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

14. Notices. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

a. Address of CONSULTANT is as follows:

Moffatt & Nichol
3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

b. Address of CITY is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266

(with a copy to):

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

15. Consultant's Proposal. This Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. Licenses, Permits, and Fees. CONSULTANT shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

17. Familiarity with Work. By executing this Agreement, CONSULTANT warrants that:

- (1) it has investigated the work to be performed;
- (2) it has investigated the site of the work and is aware of all conditions there; and
- (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

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18. **Time of Essence.** Time is of the essence in the performance of this Agreement.

19. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, or any portion, shall be assigned by CONSULTANT without prior written consent of CITY.

20. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

21. **Indemnification.** CONSULTANT agrees to indemnify, defend, and hold harmless CITY and its elective or appointive boards, officers, agents, attorneys and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees arising out of CONSULTANT'S negligence, willful misconduct or fraud in the performance of the Agreement by CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractor(s) hired by CONSULTANT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. The provisions of this paragraph shall survive the expiration or termination of this agreement.

22. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONSULTANT.

23. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

24. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

25. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

26. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be

resolved without resorting to the presumption that ambiguities should be construed against the drafter.

27. Attorneys' Fees. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT

By 
OFFICE + MICHIGAN.

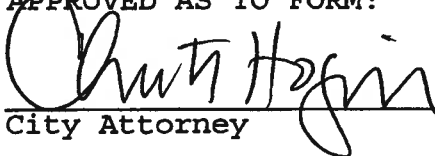
CITY OF MANHATTAN BEACH

By _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney


Public Works Approval



moffatt & nichol

3780 Kilroy Airport Way, Suite 600
Long Beach, CA 90806

(562) 426-9551 Fax (562) 424-7459
www.moffattnichol.com

July 13, 2011

Steve Finton, City Engineer
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266-4795

Subject: Proposal to Provide Structural Engineering Services – Pier Rehabilitation 2011

Dear Mr. Finton:

Moffatt & Nichol is pleased to submit this proposal for engineering services for rehabilitation of the Manhattan Beach Municipal Pier. We proposed to provide the following services:

- A. Prepare repair plans based on the finding of the Pier Condition Assessment study.
- B. Develop repair details for each type of repair anticipated.
- C. Prepare construction specifications and bid documents for the rehabilitation of the pier.
- D. Prepare an engineer's opinion of probable construction cost organized to correspond to the bid items in the bid documents.
- E. Meet with the City at the beginning of the project to clarify scope and schedule; and periodically as necessary to review progress.

We propose to provide these engineering services for a Fixed Fee of \$37,000.

Please contact me by phone at (562) 426-9551 or by e-mail at jcrumpley@moffattnichol.com if you have any questions about this proposal.

MOFFATT & NICHOL



James R. Crumpley, SE
Project Manager

COST PROPOSAL

Moffatt & Nichol
Project Fee Proposal

Project Number: J332.01
Project Title: Pier Rehabilitation 2011 - Modification Beach Pier
Project Manager: James R. Campbell
Project Location: []

Pub Mark-up: 10%
GTC: Max A. up 0%

Date: 07/22/11

Item	Task	Description	CLASSIFICATION / RATE										LAUREL TOTAL						
			Principal Req./Hrs P-9, P-8	Supervisory Req./Hrs P-7	Senior Req./Hrs P-6	Eng./Hrs P-5	III Req./Hrs P-4	II Req./Hrs P-3	Staff Eng. P-1, P-2	Senior Tech. P-3	Developer P-4	CMUD II T-3		CMUD I T-2, T-1	Merit Programmer A-1, A-2, A-3	General Clerical A-1, A-2	LEADS		
A	1	Abaya Deck Repair Plans	2.0		\$197.00	\$185.00	8.0		\$164.00	\$193.00		\$119.00	\$187.00					26.0	\$3,896
	2	Below Deck Repair Plans	2.0				8.0											26.0	\$3,896
	3	Pile Repair Plans	2.0				8.0											26.0	\$3,896
	4	Structural Repair Details	4.0				24.0											68.0	\$10,760
	5	UTILITY SUPPORTS	2.0															10.0	\$1,600
B	1	Concrete Repair Specifications	4.0				12.0											24.0	\$3,680
	2	UTILITY SUPPORT SHEET	2.0				6.0											12.0	\$1,800
C	A	Construction Estimator	4.0				16.0											20.0	\$2,880
N	1	Phase I/II	8.0															8.0	\$1,200
Q	1	Quality Reviews	4.0															4.0	\$600
TOTAL			50	34.0	\$7,310	\$6,060	76.0		50	50		50	50				230.0	\$34,896	
IV. PROJECT SUMMARY																			
A. Subcontractors:																			
1. []			50																
2. []			50																
3. []			50																
4. []			50																
5. []			50																
Total Subcontractors:			250																
B. Other Direct Costs:																			
Asphalt			50																
Lumber			50																
Rebar			50																
Miscellaneous Material			50																
Excavation/Backfill			50																
Pump/Install			50																
Telephone/Fax			50																
100% Contingency			50																
Other			50																
Total Other Direct Costs:			500																
Total Project Estimate:			500																

Total Man Labor: \$38,896
Total Subcontract Cost: \$0
Total Other Direct Costs: \$14
Mark-up on S/C: \$0
Mark-up on O/D: \$0
Total Project Estimate: \$37,000

Time of Performance

Completion of all tasks under this agreement shall be complete within 90 calendar days from the effective date of the Agreement.