



Agenda Item #: \_\_\_\_\_

# 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:** March 6, 2012

**SUBJECT:** Award of Professional Services Agreements to Kling Consulting Group, Inc. (\$36,752) for Geotechnical Engineering and KDM Meridian (\$133,285) for Topographic Survey Services Related to the Following Capital Improvement Projects: a) 2<sup>nd</sup> Street Booster Pump Station Project; b) Larsson Street Pump Station Improvement; c) Water Main Replacement Program and Attached Fire Hydrant Installation Project (Area 1 - Hill Section); d) Sepulveda Boulevard & 2<sup>nd</sup> Street Water Main Rehabilitation Project; e) Fiscal Year 2012-2013 Rehabilitation of Gravity Sewer Mains; f) Street Resurfacing Project: Ardmore and Valley; and g) Sepulveda Boulevard at Manhattan Beach Boulevard Dual Left Turn Lanes, Westbound to Southbound, Eastbound to Northbound, and Northbound to Westbound.

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### RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to:

1. Award Professional Services agreement to Kling Consulting Group, Inc. in an amount not to exceed \$36,752 for professional geotechnical engineering services; and,
2. Award a professional services agreement to KDM Meridian in in an amount not to exceed \$133,285 for professional topographic surveying services.

Both agreements would provide services for the projects indicated below.

- a) 2<sup>nd</sup> Street Booster Pump Station Project
- b) Larsson Street Pump Station Improvement
- c) Water Main Replacement Program and Attached Fire Hydrant Installation Project (Area 1 - Hill Section)
- d) Sepulveda Boulevard & 2<sup>nd</sup> Street Water Main Rehabilitation Project
- e) Fiscal Year 2012-2013 Rehabilitation of Gravity Sewer Mains
- f) Street Resurfacing Project: Ardmore and Valley
- g) Sepulveda Boulevard at Manhattan Beach Boulevard Dual Left Turn Lanes, Westbound to Southbound, Eastbound to Northbound, and Northbound to Westbound.

**FISCAL IMPLICATION:**

Funding for the recommended contracts would be provided from appropriations made by City Council for the various Capital Improvement Projects as indicated in Table 1 below:

<b>Table 1 Budget</b>				
<b>Project Title</b>	<b>Current Approp'ns</b>	<b>Proposed FY2012-2013</b>	<b>Proposed FY2013-2014</b>	<b>Total Proposed Budget</b>
2nd Street Booster Pump Station* <i>Project No. 11833E</i>	<b>\$630,000</b>			\$630,000
Larsson Street Pump Station Improvement* <i>Project No. 12828E</i>	<b>\$100,000</b>	\$500,000		\$600,000
Water Main Replacement Program and Attached Fire Hydrant Installation (Area1 - Hill Section)* <i>Project No. 12826E</i>	<b>\$150,000</b>	\$1,050,000		\$1,200,000
Sepulveda Blvd & 2nd St. Water Main Replacement* <i>Project No. 12829E</i>	<b>\$100,000</b>	\$800,000		\$900,000
FY 2012-13 Rehabilitation of Gravity Sewer Mains* <i>Project No. 12831E</i>	<b>\$150,000</b>	\$1,300,000		\$1,450,000
Street Resurfacing Project: Ardmore and Valley* <i>Project No. 12820E</i>	<b>\$700,000</b>			\$700,000
Sepulveda Blvd at Manhattan Beach Blvd Dual left turn lanes WB, EB and NB* <i>Project No. 09823E</i>	<b>\$414,593</b>		\$980,000	\$1,394,593
<b>Total</b>	<b>\$2,244,593</b>	\$3,650,000	\$980,000	\$6,874,593

\* See project detail sheets, Attachment 1

Table 2 below provides an estimate of expenditures for project management and engineering costs. The recommended contracts would be encumbered from appropriations made to seven capital improvement projects as indicated in Table 2 on the following page.

<b>Table 2 Estimated Expenditures</b>							
<b>Project</b>	<b>Current Approp'ns</b>	<b>Project Management Costs VA &amp; Sunbeam Consulting</b>	<b>Recomm'd Geotechnical Agreement Kling Consulting Group, Inc.</b>	<b>Recomm'd Topographic Survey Agreement KDM Meridian</b>	<b>Estimated Design Cost</b>	<b>Total Estimated Project Management and Engineering Costs</b>	<b>Estimated Balance of Approp's Available for Constructn</b>
2 <sup>nd</sup> Street Booster Pump Station Project Project No. 11833E	\$630,000	\$19,676	<b>\$2,585</b>	<b>\$2,770</b>	\$38,605	\$63,636	\$566,364
Larsson Street Pump Station Improvement Project No. 12828E	\$100,000	\$18,739	<b>\$2,585</b>	<b>\$2,770</b>	\$69,475	\$93,569	\$6,431
Water Main Replacement Program and Attached Fire Hydrant Installation (Area1 - Hill Section)* <i>Project No. 12826E</i>	\$150,000	\$37,477	<b>\$6,923</b>	<b>\$31,840</b>	\$49,800	\$126,040	\$23,960
Sepulveda Boulevard & 2 <sup>nd</sup> Street Water Main Rehabilitation Project Project No. 12829E	\$100,000	\$28,108	<b>\$3,913</b>	<b>\$12,410</b>	\$80,000*	\$124,431	(\$24,431)*
Fiscal Year 2012-2013 Rehabilitation of Gravity Sewer Mains Project No. 12831E	\$150,000	\$36,700	<b>\$8,724</b>	<b>\$29,920</b>	\$50,000	\$125,344	\$24,656
Street Resurfacing Project: Ardmere and Valley Project No. 12820E	\$700,000	\$17,717	<b>\$7,720</b>	<b>\$31,515</b>	\$50,000	\$106,952	\$593,048
Sepulveda Boulevard at Manhattan Beach Boulevard Dual Left Turn Lanes, WB to SB, EB to NB, and NB to WB Project No. 09823E	\$414,593	\$35,298	<b>\$4,302</b>	<b>\$22,060</b>	\$100,000	\$161,660	\$252,933
<b>Total</b>	<b>\$2,244,593</b>	\$193,715	<b>\$36,752</b>	<b>\$133,285</b>	\$413,449	\$777,201	\$1,476,392

\*An additional appropriation would be needed to proceed into the design phase due to Caltrans permitting requirements

**BACKGROUND:**

City Council has committed to an aggressive infrastructure investment program. Increases in water and sewer rates have generated funding needed to make the important infrastructure improvements. The fiscal year 2011-2012 CIP includes funding to design the seven water system, sanitary sewer, and street improvement projects listed in the Tables 1 and 2 above.

**DISCUSSION:**

All of these projects require similar geotechnical engineering field investigation and topographic survey work. Previously, geotechnical engineering and survey work would be included as a separate subconsultant task for each individual project design contract. For multiple projects, this approach resulted in and differing data generation methodology and final products.

In order to achieve consistent work product and to realize project cost and schedule savings, proposals were solicited from geotechnical engineering and surveying firms to provide services for a group of seven projects. Costs will be reduced due to eliminated consultant markups, increased economy of scale, and efficiency of production. In addition, staff will spend a reduced amount of time coordinating geotechnical and survey requirements with consultants. Work that is produced will provide a consistent platform with which to begin detailed design efforts on these projects.

Consultant Selection - Geotechnical Engineering

Five geotechnical engineering firms with successful experience with the City were invited to submit proposals for the geotechnical engineering services. Three firms submitted proposals as follows: 1) Kling Consulting Group, Inc., 2) MTGL, Inc., and 3) Terracon Consultants, Inc. Kling Consulting Group was selected as the most appropriate firm in terms of Scope of Work and proposed fee for these projects. Upon finalization of the Scope of Work, their final Not-to-Exceed cost proposal was \$36,752. Kling Consulting Group, Inc. performed geotechnical services for the City as part of the 12<sup>th</sup> and 13<sup>th</sup> Street Sewer Replacement project. Staff was satisfied with their work.

Scope of Purpose of Geotechnical Engineering Work

Kling Consulting Group will take exploratory subsurface soil borings to determine soil characteristics in project areas. Soil strength, its suitability as backfill, depth to groundwater and percolation rates are required to design and construct the projects. The consultant will take a minimum of 42 soil borings, perform laboratory testing and will present results in separate reports for each project.

Consultant Selection - Topographic Surveying

Three reputable surveying firms were solicited to submit proposals for topographic survey services. The two firms that submitted proposals included KDM Meridian, and Johnson-Frank & Associates, Inc. KDM Meridian was selected as the most appropriate firm in terms of Scope of Work and proposed fee for these projects. Upon finalization of the Scope of Work, their final Not to Exceed cost proposal was \$133,285. KDM Meridian performed geotechnical services for the City as part of the 12<sup>th</sup> and 13<sup>th</sup> Street Sewer Replacement project. Staff was satisfied with their work.

Scope and Purpose of Topographic Survey Work

KDM Meridian will prepare topographic mapping in digital format utilizing aerial photogrammetric methods. The consultant will perform land surveying to set aerial target elevations and will overfly the project areas to take detailed aerial photographs. The consultant will deliver detailed topographic mapping for use by design engineers to be hired by the City.

Schedule

It is estimated that services under both recommended agreements will be completed within fourteen weeks of notice to proceed. Design of each of the seven projects would commence after consultant selection and design contract approval by City Council. It is estimated that five of the seven projects will move into construction in calendar year 2012. The anticipated construction schedule for the projects is as follows:

Project Title	Estimated Start of Construction
2nd Street Booster Pump Station <i>Project No. 11833E</i>	October 2012
Larsson Street Pump Station Improvement <i>Project No. 12828E</i>	October 2012
Water Main Replacement Program and Attached Fire Hydrant Installation (Area 1 - Hill Section)* <i>Project No. 12826E</i>	October 2012
Sepulveda Blvd & 2nd St. Water Main Replacement <i>Project No. 12829E</i>	January 2013
FY 2012-13 Rehabilitation of Gravity Sewer Mains <i>Project No. 12831E</i>	October 2012
Street Resurfacing Project: Ardmore and Valley <i>Project No. 12820E</i>	October 2012
Sepulveda Blvd at Manhattan Beach Blvd Dual left turn lanes WB, EB and NB <i>Project No. 09823E</i>	2014

Attachments:

- 1) Project Detail Sheets, Seven Projects
- 2) Contract, Kling Consulting Group, Inc.
- 3) Contract, KDM Meridian

ATTACHMENT 1

PROJECT DETAIL SHEETS, SEVEN PROJECTS

**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Type: Utilities**

**Project Title:** 2<sup>nd</sup> Street Booster Pump Station

**Description:** Installation of new natural gas engine, engine controls, engine muffler, and engine mount vibration insulators.

**Justification:** The 2<sup>nd</sup> Street booster pump station is a back-up pump station in the City's high-pressure zone. This zone, located at the physical high point of the City requires supplemental pumping to maintain normal water system pressures. The Larsson Pump Station is the primary pump station in the high pressure zone; however, when peak domestic or fire flow demand is encountered, the 2nd Street Pump Station is called to provide supplemental flow and pressure.

The 2<sup>nd</sup> Street Pump Station is situated in an underground vault in the 2<sup>nd</sup> Street parkway immediately adjacent to an office building. The current engine dates to the 1970s and spare parts are often difficult to locate. Both the engine and the engine control system are antiquated and require replacement. Additionally, vibration and noise from the engine affect the adjacent structure requiring installation of a new exhaust system and vibration insulators.

**Project Cost Information:**

**Capital Costs:**

<u>Funding Source (s)</u>	<u>Previous Approp'ns</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY 2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>TOTAL</u>
Sewer Funds	\$50,000	\$580,000					\$630,000
<b>TOTAL</b>	<b>\$50,000</b>	<b>\$580,000</b>					<b>\$630,000</b>

**Location Map:**



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Type: Utilities**

**Project Title: Larsson Street Pump Station Improvement**

**Description:** Upgrade pumps, controls, variable speed drives and back-up generator to provide increases pumping capacity.

**Justification:** Presently the Larsson Street Pump Station consists of three electric pumps with variable speed drives. All three pumps are often called to provide peak domestic service and on occasion, the 2<sup>nd</sup> Street Pump Station is also called to assist. Optimally, peak domestic service should be served by two of the three pumps at the station. This would allow one of the pumps to be taken out of service for maintenance without requiring the 2<sup>nd</sup> Street pump station to be called.

This project would provide three larger pumps at the station such that two pumps would handle peak domestic service. Three new pumps and variable speed drives would be installed along with new motor controls and a larger back-up generator to handle the increased electrical demand of the larger pumps and motors.

**Project Cost Information:**

**Capital Costs:**

<u>Funding Source(s)</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>TOTAL</u>
Water Fund	\$100,000	\$500,000				<b>\$600,000</b>
<b>TOTAL</b>	<b>\$100,000</b>	<b>\$500,000</b>				<b>\$600,000</b>

**Location Map:**





**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

Project Type: Utilities

**Project Title: Water Main Replacement Program and Attached Fire Hydrant Installation (Area 1 – Hill Section)**

**Description:**

Construction of replacement water mains and new fire hydrants.

Street	From	To	Maintenance Area
11 <sup>th</sup> Street	Ardmore Avenue	John Street	7 Low pressure zone
10 <sup>th</sup> Street	Highview Avenue	Pacific Avenue	7 High pressure zone
9 <sup>th</sup> Street	Ardmore Avenue	Highview Avenue	7 Low Pressure Zone
9 <sup>th</sup> Street	Highview Avenue	Pacific Avenue	7 High pressure zone
Highview Avenue	9 <sup>th</sup> Street	10 <sup>th</sup> Street	7 Convert to high pressure zone
Pacific Avenue	11 <sup>th</sup> Street	Manhattan Beach Boulevard	7 Low pressure zone
John Street	10 <sup>th</sup> Street	11 <sup>th</sup> Street	7 High pressure zone
9th Street	John Street	Poinsettia Avenue	7 High pressure zone
Poinsettia	8th Street	9th Street	7 High pressure zone
8th Street	Pointessettia Avenue	Sepulveda Boulevard	7 Low pressure zone

**Justification:** The existing water mains in this part of Area 1 are mostly 4" cast iron mains more than 60 year old. Increasing to 6" mains or larger would provide adequate fire flows in the area.

**Project Cost Information:**

***Capital Costs:***

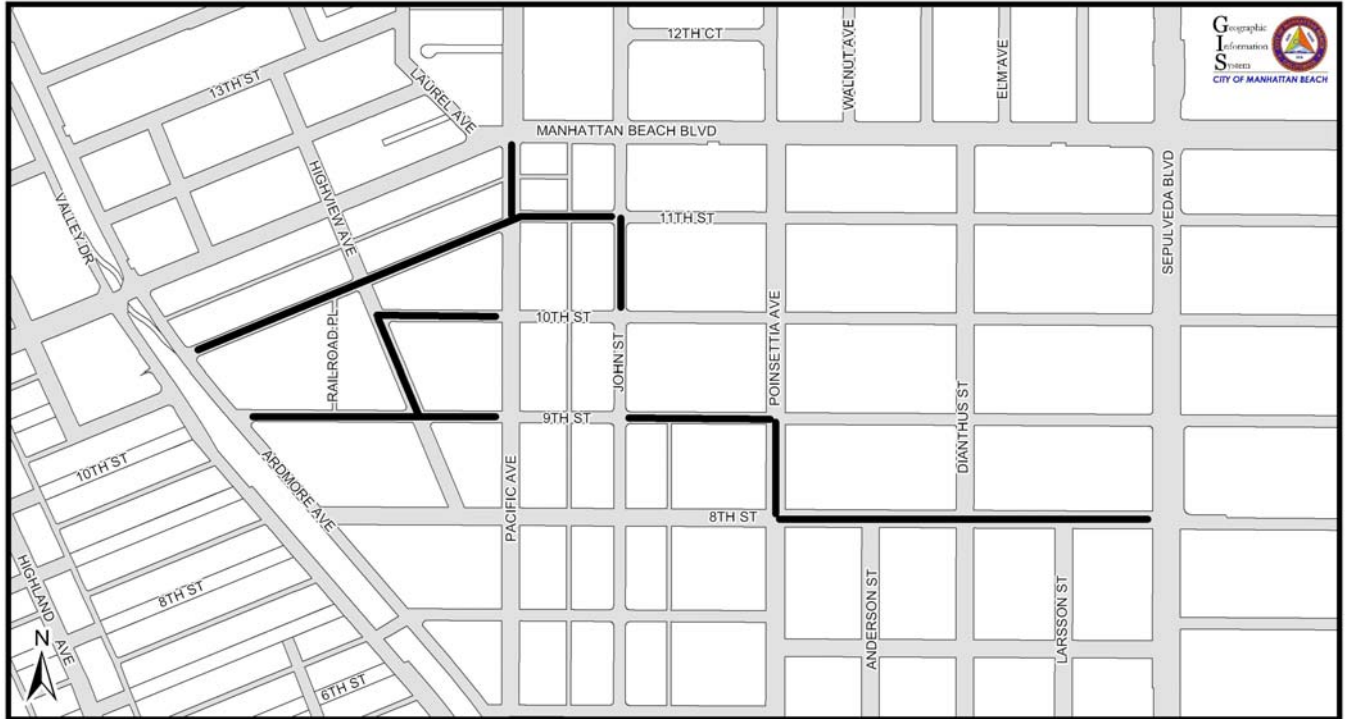
<u>Funding Source(s)</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>TOTAL</u>
Water Fund	\$150,000	\$1,050,000				\$1,200,000
<b>TOTAL</b>	<b>\$150,000</b>	<b>\$1,050,000</b>				<b>\$1,200,000</b>

**Location Map on following page:**

**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Title: Water Main Replacement Program and Attached Fire Hydrant Installation (Area 1 – Hill Section) Continued**

**Location map:**



# City of Manhattan Beach 2012-2016 Capital Improvement Plan Funded Project Information

Project Type: Utilities

**Project Title:** Water Main Replacement Project: Sepulveda Boulevard and 2<sup>nd</sup> Street

**Description:** Construction of replacement water mains and new fire hydrants.

Sepulveda Boulevard (Manhattan Beach Boulevard to 2nd Street)  
2<sup>nd</sup> Street (Larsson Pump Station to 2nd St Pump Station)

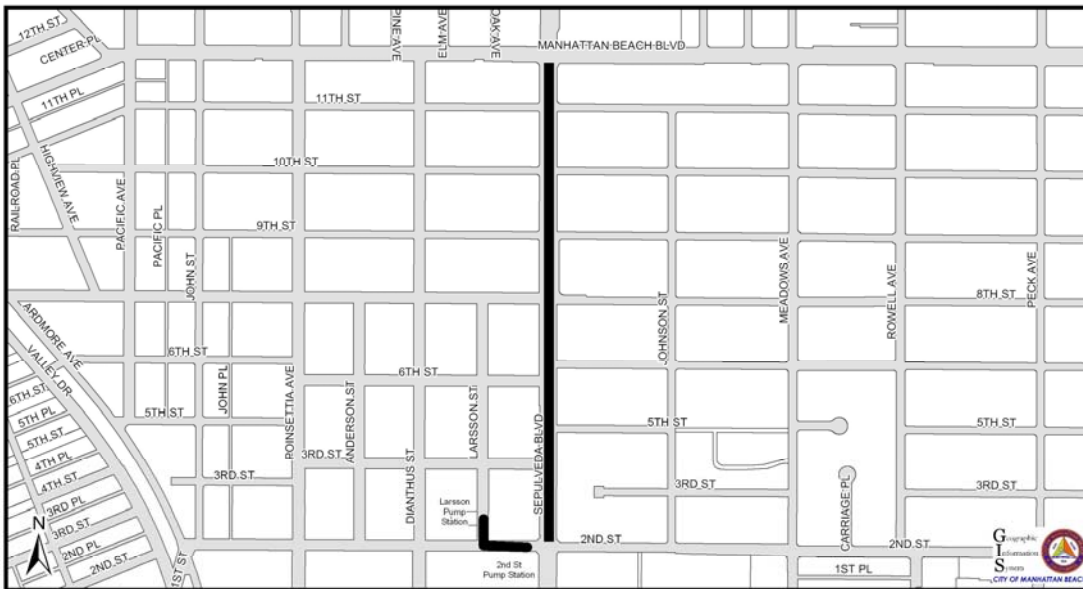
**Justification:** The existing water mains on the west side of Sepulveda Boulevard are 70 and 80 years old. Replacing the mains will restore the useful lives of these mains and will assure the longevity and dependability of the system.

## Project Cost Information:

### Capital Costs:

<u>Funding Source(s)</u>	<u>FY 2011-12</u>	<u>FY 2012-13</u>	<u>FY 2013-14</u>	<u>FY 2014-15</u>	<u>FY 2015-16</u>	<u>TOTAL</u>
Water Fund	\$100,000	\$800,000				\$900,000
<b>TOTAL</b>	<b>\$100,000</b>	<b>\$800,000</b>				<b>\$900,000</b>

## Location Map:



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

Project Type: Utilities

**Project Title:** Rehabilitation of Gravity Sewer Mains FY 2012-13

**Description:** Replacement or repair of gravity sewer mains as indicated below:

Street	limits	work	Maintenance Area
11 <sup>th</sup> Street	Dianthus Street to Sepulveda Boulevard	2 spot repairs	1
Ardmore Avenue	S/O 11 <sup>th</sup> Street	1 spot repair	1
10 <sup>th</sup> Street	Dianthus Street to Sepulveda Boulevard	1 spot repair	1
Dianthus Street	3 <sup>rd</sup> Street to 6 <sup>th</sup> Street	1 spot repair	1
2 <sup>nd</sup> Street	Poinsettia Street To Anderson Street	1 spot repair	1
8 <sup>th</sup> Street	Poinsettia Street To Anderson Street	1 spot repair	1
8 <sup>th</sup> Street	Anderson Street to Dianthus Street	1 spot repair	1
9 <sup>th</sup> Street	Ardmore Avenue to Railroad Place	2 spot repairs	1
Boundary Place	Dianthus Street to Sepulveda Boulevard	1 spot repair	1
11 <sup>th</sup> Place	W/O Highview Avenue	1 spot repair	1
6 <sup>th</sup> Street	John Street to John Place	1 spot repair	1
1 <sup>ST</sup> Street	E/O Ardmore Avenue	1 spot repair	1
Johnson Street	2 <sup>nd</sup> to 3 <sup>rd</sup> Streets	1 spot repair	2
3 <sup>rd</sup> Street	Johnson Street to Meadows Avenue	2 spot repairs	2
Rowell Avenue	Gates Avenue to Curtis Avenue	1 spot repair	2
8 <sup>th</sup> Street	W/O Johnson Street	1 spot repair	2
9 <sup>th</sup> Street	At Johnson Street	1 spot repair	2
Meadows Avenue	Curtis Avenue and Voorhees Avenue	1 spot repair	2
2 <sup>nd</sup> Street	Sepulveda Boulevard to Johnson Street	1 spot repair	2
8 <sup>th</sup> Street	E/O Johnson Street	1 spot repair	2
9 <sup>th</sup> Street	W/O Meadows Avenue	1 spot repair	2
Longfellow Drive	E/O Altura Way	1 spot repair	2
Shores Parking Lot	W/O Peck Avenue	1 spot repair	2
Johnson Street	3 <sup>rd</sup> to 4 <sup>th</sup> Streets	1 spot repair	2
Johnson Street	4 <sup>th</sup> to 5 <sup>th</sup> Streets	1 spot repair	2
9 <sup>th</sup> Street	Rowell Avenue to Peck Avenue	1 spot repair	2
Tennyson Street	Chabella Drive to Prospect Avenue	1 spot repair	2
2 <sup>nd</sup> Street	Herrin Avenue to Redondo Avenue	Full replacement	3
Nelson Avenue	Peck Avenue to Herrin Street	2 spot repairs	3
Herrin Street	1 <sup>st</sup> Street to Gates Avenue	2 spot repairs	3
Aviation Boulevard	10 <sup>th</sup> Street to 11 <sup>th</sup> Street	1 spot repair	3
1 <sup>ST</sup> Street	Redondo Avenue to Aviation Boulevard	1 spot repair	3
Nelson Avenue	Crossing Aviation Boulevard	1 spot repair	3

**Justification:** The above locations have been identified by maintenance staff and through CCTV inspection to require rehabilitation or replacement.

# City of Manhattan Beach 2012-2016 Capital Improvement Plan Funded Project Information

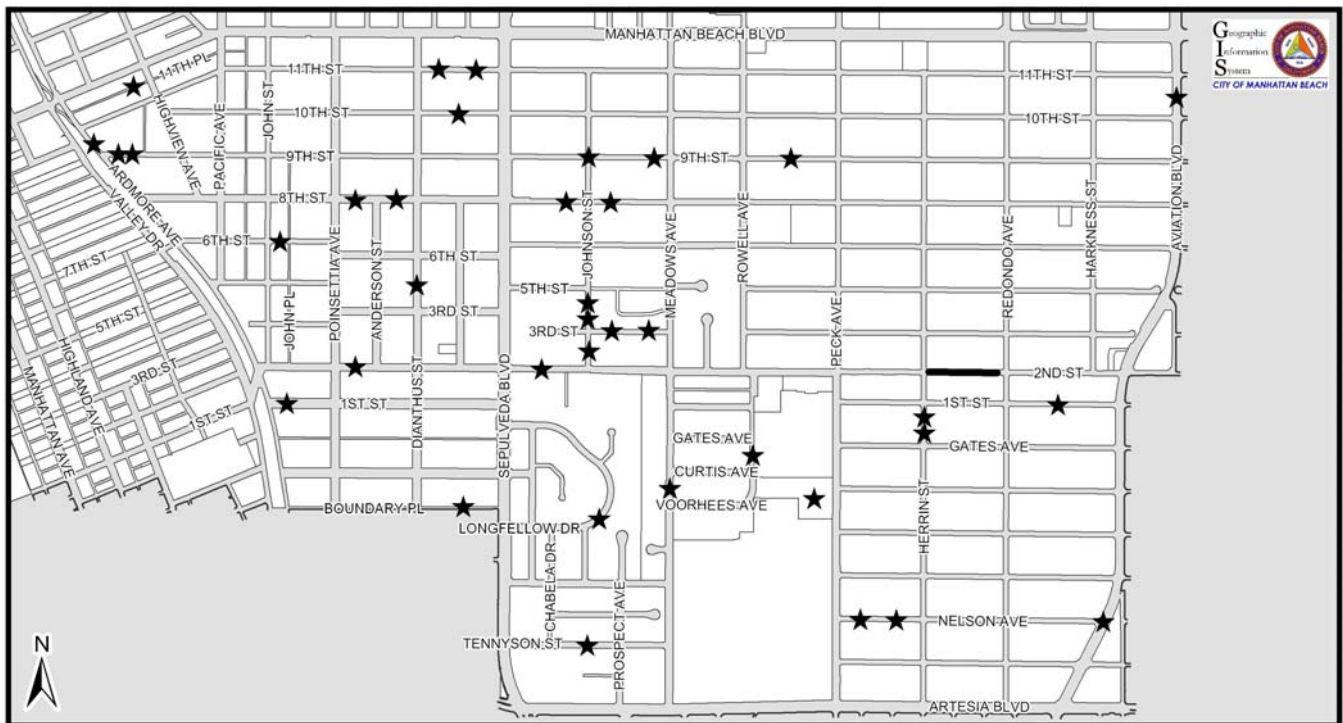
**Project Title: Rehabilitation of Gravity Sewer Mains FY 2012-13  
Continued**

## Project Cost Information:

### Capital Costs:

<u>Funding Source(s)</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY 2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>TOTAL</u>
Sewer Fund	\$150,000	\$1,300,000				\$1,450,000
<b>TOTAL</b>	<b>\$150,000</b>	<b>\$1,300,000</b>				<b>\$1,450,000</b>

## Location Map:



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

**Project Type: Streets**

**Project Title: Street Resurfacing Project: Ardmore Avenue and Valley Drive**

**Description:** The project will mill and overlay the pavement surface and replace displaced curbs, gutters and sidewalk.

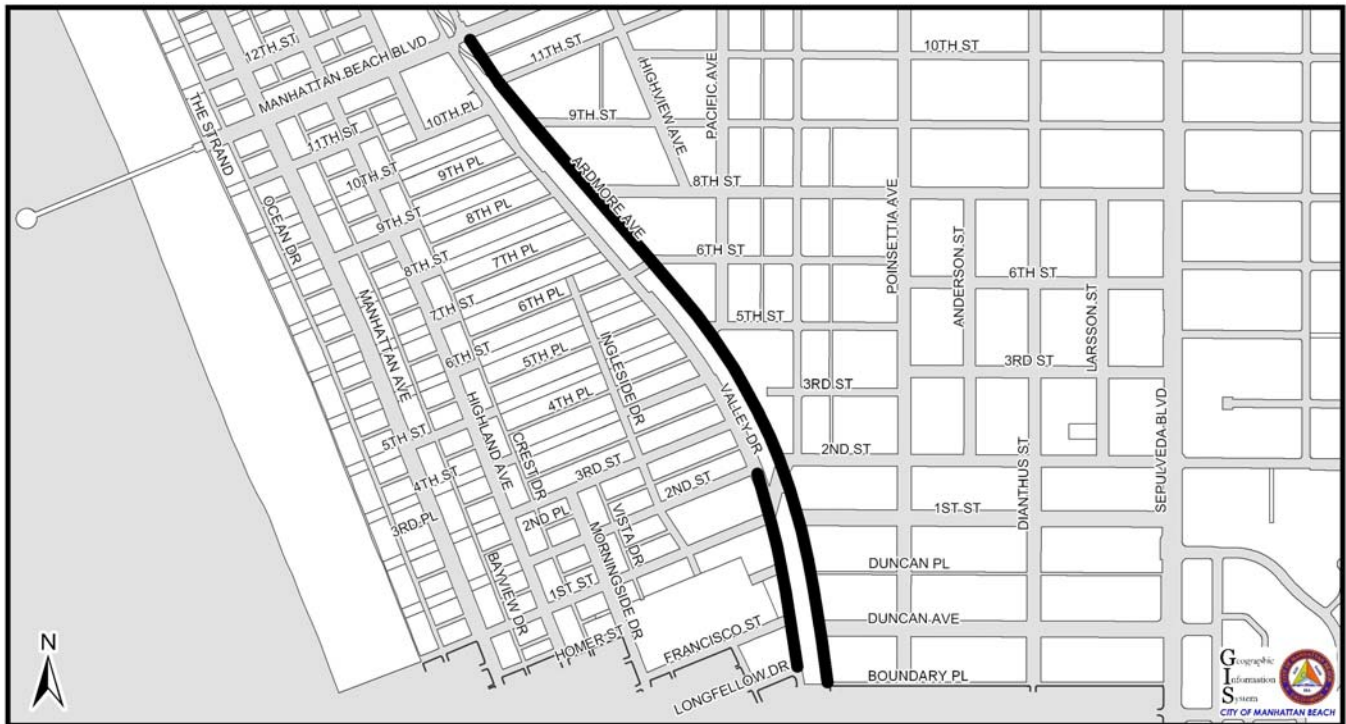
**Justification:** The existing pavement on Valley Drive and Ardmore Ave. within the project limits is deteriorated and rehabilitation is required. Ponding occurs near Manhattan Beach Boulevard after rains and pavement deterioration is escalated due to dry weather drainage sheeting across the roadway.

**Project Cost Information:**

**Capital Costs:**

<b><u>Funding Source(s)</u></b>	<b><u>FY2011-12</u></b>	<b><u>FY2012-13</u></b>	<b><u>FY 2013-14</u></b>	<b><u>FY2014-15</u></b>	<b><u>FY2015-16</u></b>	<b><u>TOTAL</u></b>
Gas Tax	\$582,696					<b>\$582,696</b>
MTA STP-L	\$117,304					<b>\$117,304</b>
<b>TOTAL</b>	<b>\$700,000</b>					<b>\$700,000</b>

**Location Map:**



**City of Manhattan Beach  
2012-2016 Capital Improvement Plan  
Funded Project Information**

Project Type: Streets

**Project Title:** Sepulveda Boulevard at Manhattan Beach Boulevard Dual Westbound to Southbound, Eastbound to Northbound and Northbound to Westbound Left-Turn Lanes

**Description:** Widening and restriping of the intersection of Sepulveda Boulevard at Manhattan Beach Boulevard to provide Westbound to Southbound, Eastbound to Northbound and Northbound to Westbound Left-Turn Lanes

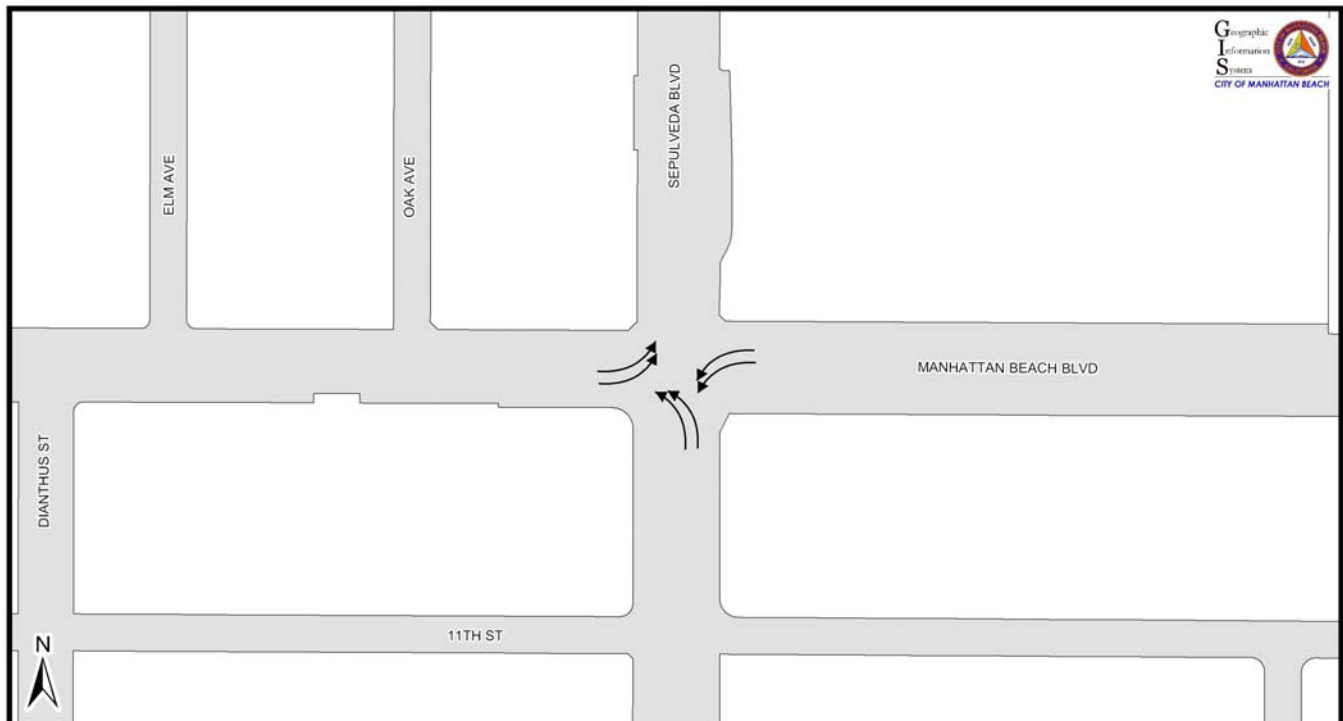
**Justification:** Left-turn movements at Sepulveda Boulevard at Manhattan Beach Boulevard are congested due the lack of lane capacity.

**Project Cost Information:**

**Capital Costs:**

<u>Funding Source (s)</u>	<u>Previous Approp'ns</u>	<u>FY2011-12</u>	<u>FY2012-13</u>	<u>FY 2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>TOTAL</u>
Measure R Prop. C	\$414,593			\$980,000			\$980,000
TOTAL	\$414,593			\$980,000			\$1,394,593

**Location Map:**



ATTACHMENT 2

CONTRACT, KLING CONSULTING GROUP



## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Kling Consulting Group, Inc., a consultant, ("CONSULTANT").

## RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to provide professional geotechnical engineering investigation and design services;
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.

3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed Thirty five thousand eight hundred sixty six dollars (\$36,752.00)

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.

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-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:

*We acknowledge Section 7.3  
and agree to provide the  
specific insurance requirements  
as listed in Section 7.2  
APK*

- (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:

Kling Consulting Group, Inc.

18008 Sky Park Circle, Suite 250

Irvine CA 92614

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.

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.

21.1. Indemnity for Design Professional Services. CONSULTANT is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent Consultants in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to

any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

21.2 Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 21.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. With respect such Claims, CONSULTANT shall defend CITY, with counsel of CITY's choice, at CONSULTANT's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against CITY. CONSULTANT shall reimburse CITY for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT or CITY. All duties of CONSULTANT under this Section shall survive 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 *Kling Consulting Group*

By *[Signature]*  
*Henry F. Kling*

CITY OF MANHATTAN BEACH

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

*[Signature]*  
City Attorney

*J. C. [unclear]*

Public Works Approval

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**EXHIBIT A**

**SECTION 1-SCOPE OF WORK**

**Task 1: Project Set-up**

- Conduct a site reconnaissance and stake/mark the boring location along the proposed project alignment, such that a drill rig access to all the locations is available
- Obtain a no-fee encroachment permit from the City of Manhattan Beach, and a permit rider from Caltrans. Conform to permit conditions from all agencies having jurisdiction at the boring locations including implementation of traffic control plans in accordance with the current California Manual of Uniform Traffic Control Devices (CaMUTCD)
- Notify Underground Service Alert (USA) at least 48 hours prior to drilling to clear the boring locations of any conflict with existing underground utilities. Adjust drill locations if necessary to avoid utilities, or as needed to re-drill in areas of refusal. Backfill bore holes per City and Caltrans requirements.

**Task 2: Subsurface Exploration**

- Obtain subsurface information along the project alignment and at pump station locations
- Obtain undisturbed and bulk samples of the various soil types for laboratory testing
- Develop data necessary to calculate safety shoring parameters
- Develop soil test data for reference of construction contractor
- Develop appropriate pavement structural sections
- Determine soil permeability
- Prepare Boring Location and Depth Plan to the City for review and approval prior to commencing with any work
- Borings will be drilled with a truck mounted rig (CME 75 or equivalent) equipped with hollow stem auger for soil sampling. Soils will be continuously logged and classified by a geologist/engineer in the field by visual examination in accordance with the Unified Soil Classification System

**EXHIBIT A**

**SECTION 1 - SCOPE OF WORK  
(Continued)**

- Undisturbed ring samples of the subsurface material will be obtained at five-foot intervals at changes in soil profiles. The relatively undisturbed ring samples will be obtained using a modified California Sampler with a standard 140-pound hammer falling 30 inches. Bulk samples of representative soil types will be collected in plastic bags. Groundwater levels, where encountered in the borings will be recorded.
- The borings will be backfilled with soils cuttings. Within paved areas, boreholes will be patched with asphalt concrete or as required by the applicable encroachment permit.

**Task 3: Laboratory Testing**

Soil samples obtained during exploratory drilling will be tested in our laboratory to evaluate their physical characteristics and engineering properties. Laboratory testing will include as a minimum:

- Moisture-density of in-situ samples
- Expansion Index
- Sand Equivalent
- Chloride, pH and minimum electrical resistivity (at proposed water pipe locations)
- Sieve Analysis or Atterberg limits
- Modified proctor (Maximum dry density-optimum moisture determination)
- Direct Shear
- R-Value (California Test 301)

**EXHIBIT A**

**SECTION 1 - SCOPE OF WORK  
(Continued)**

**Task 4: Engineering Analyses and Geotechnical Report**

Data obtained from the exploratory borings and laboratory testing program will be evaluated and will be incorporated in a geotechnical report to include the following:

- Project description
- A description of the field and laboratory procedures used in the investigation
- A description of subsurface conditions and controlling engineering properties of the subsurface materials encountered, including a documentation of the borings and sampling location, and ground water level
- Depth to groundwater, if encountered and its impact on the proposed pipeline or pump station project
- Description and dimensions of pavement section at each boring location
- Discussion/summary of the laboratory test results, including an evaluation of the relative corrosivity of the soil (at proposed water pipe locations)
- Location of Faults and impacts
- Evaluation of the site engineering seismology and earthquake hazards
- Geotechnical parameters for project design
- Bore and jack pits design recommendations (where applicable)
- Allowable soils bearing pressure for thrust block design
- Lateral earth pressures
- Bedding requirement for the pipe and structures
- Suitability of excavated materials for use as fill, trench backfill and bedding
- Compaction characteristic of soils types relative to their use as fill and backfill

**EXHIBIT A**

**SECTION 1 - SCOPE OF WORK  
(Continued)**

- Excavatability of the soils along the pipe alignment and at the work site
- Comments on excavation characteristic and stability of open trench excavation, including evaluation surcharge loads from construction equipment and impact of excavation on adjacent facilities
- Trench and jacking and receiving pit backfill recommendations

The geotechnical investigation will incorporate sampling and analysis in support of the following projects. In addition to the above requirements, analysis in each location will specifically include the following items:

1. Second Street Booster Pump Station Project No. 11833E
  - a. Provide a minimum of one boring at the project site to a depth of 25 feet
  - b. Provide bore data, SE classification, and data for shoring analysis
  - c. Provide design sections for asphalt and PCC pavement
  - d. Provide soil data for pump station vault design
2. Larson street Pump station Improvement project No. 12828E
  - a. Provide a minimum of 1 boring at the project site to a depth of 25 feet
  - b. Provide bore data, SE classification, and data for shoring analysis
  - c. Provide design sections for asphalt and PCC pavement
  - d. Provide soil data for pump station vault design
3. Pipe Replacement Program and Fire Hydrant Installation (Area1) Project No. 12826E
  - a. Provide a minimum of 6 borings at a depth of 10 feet along the proposed pipeline per the attached sketch
  - b. Provide bore data, SE classification, and data for shoring analysis
  - c. Provide design section for replacement of trench pavement
  - d. Provide bedding requirements for pipe and structures.

**EXHIBIT A**

**SECTION 1 - SCOPE OF WORK  
(Continued)**

4. Sepulveda Blvd & 2nd Street Water Main Replacement Project No 12829E
  - a. Provide a minimum of 3 borings at a depth of 10 feet along the proposed pipeline per the attached sketch.
  - b. Provide bore data, SE classification, and data for shoring analysis
  - c. Provide design section for replacement of trench pavement
  - d. Provide bedding requirements for pipe and structures.
5. FY2012-13 Rehabilitation of Gravity sewer Mains Project No 12831E
  - a. Provide borings at a minimum of 19 of the 38 proposed spot repair locations, and at 3 locations along 2nd street from Herrin Avenue to Redondo Avenue. Borings will to 1 foot below the depth of the sewer main
  - b. Provide bore data, SE classification, and data for shoring analysis
6. FY2011-12 through 14-15 Rehabilitation of Sewer Manholes project No 12832E
  - a. (No geotechnical work is required for this project)
7. Street Resurfacing Project: Ardmore and Valley Project No. 12820E including warm mix asphalt demonstration test location on 11<sup>th</sup> Street.
  - a. Provide a minimum of 9 borings along the proposed pavement replacement area at a depth of 5 feet minimum, at varying locations in the street.
  - b. Provide bore data and soils classifications
  - c. Provide proposed design sections for rehabilitation of asphalt pavement. Rehabilitation options shall be prepared in consultation with City staff, and shall consider various options including asphalt rubber, conventional asphalt, and other readily applicable rehabilitation techniques. Design shall accommodate ASSHTO H-20 loading and shall be for an anticipated lifespan of 10, 20, and 50 years.
  - d. Conduct a minimum of 3 soil infiltration tests to determine the permeability of existing soils, and suitability to handle storm drain percolation.

**EXHIBIT A**

**SECTION 1 - SCOPE OF WORK  
(Continued)**

- 8. Sepulveda Blvd at Manhattan Beach Boulevard dual left turn lanes WE, EB and NB Project No 19823E**
  - a. Provide a minimum of 3 borings along the proposed pavement replacement area at a depth of 5 feet minimum, at varying locations in the street.**
  - b. Provide bore data and soils classifications**
  - c. Provide proposed design sections for rehabilitation and widening of asphalt pavement. Pavement options shall be prepared in consultation with City staff, and shall consider various options including asphalt rubber, conventional asphalt, and other readily applicable rehabilitation techniques. Design will accommodate AASHTO H-20 loading and shall be for an anticipated lifespan of 10, 20 and 50 Years.**
  - d. Perform work in conformance to Caltrans Encroachment Permit requirements.**
- 9. Summary Report and Recommendations**
  - a. Provide one geotechnical report signed and stamped by a registered Geotechnical Engineer based on results from boring/sample logs conducted and analysis performed. The report will contain a vicinity map of boring locations, boring logs, analysis and recommendations.**

**CHANGES IN SCOPE OF WORK**

If there is a change in the Scope of Work of KCG under this Agreement, whether at the Client's request or due to the requirements of the Work and whether or not this causes a change in the estimate of fees to be charged by KCG, Client agrees to execute an Addendum to this Agreement outlining the new Scope of Work and the new or additional cost estimate (if any).



**EXHIBIT B**

**FEE**

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**EXHIBIT B**

**SECTION 2 - FEE**

**1. Second Street Booster Pump Station Project No. 11833E**

<b>Title</b>	<b>Estimated Hours/Tests</b>	<b>Rate</b>
Staff Engineer/Geologist	5 Hours	\$88.00/Hr.
Principal Engineer	1 Hours	\$150.00/Hr.
<b>Laboratory Testing</b>		
Moisture Density (Ring Samples)	5 Tests	\$20.00/Test
Maximum Density (ASTM D1557)	1 Test	\$150.00/Test
Direct Shear (ASTM 3080)	1 Tests	\$140.00/Test
Expansion Index	1 Test	\$110.00/Test
Sand Equivalency (CTM 217)	1 Test	\$70.00/Test
Hydrometer & Sieve Analysis	1 Test	\$140.00/Test
R-Value	1 Test	\$220.00/Test
Chloride/Sulfate/Corrosion/pH Testing	1 Tests	\$175.00/Test
<b>Subcontractor</b>		
2R Drilling (Hollow Stem Auger)	2 Hours	\$225.00/Hr.
Traffic Control Equipment Rental	Flat Rate	\$36.00

<b>Task</b>	<b>Cost Estimate</b>
1. Geotechnical Field Services <ul style="list-style-type: none"> <li>• Underground Service Alert coordination and permit processing</li> <li>• Logging of soil borings</li> <li>• Traffic Control</li> <li>• Subcontract drillers, field coordination</li> </ul>	\$662.00
2. Laboratory Services	\$1,105.00
3. Data Analysis and Review <ul style="list-style-type: none"> <li>• Preparation of in-house maps to illustrate and analyze the geotechnical conditions and constraints</li> <li>• Analysis of field and laboratory data to develop shoring parameters</li> </ul>	\$414.00
<b>Item Total</b>	<b>\$2,181.00</b>

**EXHIBIT B**  
**SECTION 2 - FEE**  
**(Continued)**

**2. Larson Street Pump Station Improvement Project No 12828E**

Title	Estimated Hours/Tests	Rate
Staff Engineer/Geologist	5 Hours	\$88.00/Hr.
Principal Engineer	1 Hours	\$150.00/Hr.
<b>Laboratory Testing</b>		
Moisture Density (Ring Samples)	5 Tests	\$20.00/Test
Maximum Density (ASTM D1557)	1 Test	\$150.00/Test
Direct Shear (ASTM 3080)	1 Tests	\$140.00/Test
Expansion Index	1 Test	\$110.00/Test
Sand Equivalency (CTM 217)	1 Test	\$70.00/Test
Hydrometer & Sieve Analysis	1 Test	\$140.00/Test
R-Value	1 Test	\$220.00/Test
Chloride/Sulfate/Corrosion/pH Testing	1 Tests	\$175.00/Test
<b>Subcontractor</b>		
2R Drilling (Hollow Stem Auger)	2 Hours	\$225.00/Hr.
Traffic Control Equipment Rental	Flat Rate	\$36.00

Task	Cost Estimate
<b>1. Geotechnical Field Services</b> <ul style="list-style-type: none"> <li>• Underground Service Alert coordination and permit processing</li> <li>• Logging of soil borings</li> <li>• Traffic Control</li> <li>• Subcontract drillers, field coordination</li> </ul>	\$662.00
<b>2. Laboratory Services</b>	\$1,105.00
<b>3. Data Analysis and Review</b> <ul style="list-style-type: none"> <li>• Preparation of in-house maps to illustrate and analyze the geotechnical conditions and constraints</li> <li>• Analysis of field and laboratory data to develop shoring parameters</li> </ul>	\$414.00
<b>Item Total</b>	<b>\$2,181.00</b>

**EXHIBIT B**

**SECTION 2 - FEE  
(Continued)**

**3. Pipe Replacement Program and Fire Hydrant Installation (Area1)  
Project no. 12826E**

Title	Estimated Hours/Tests	Rate
Staff Engineer/Geologist	13.5 Hours	\$88.00/Hr.
Principal Engineer	1 Hours	\$150.00/Hr.
<b>Laboratory Testing</b>		
Moisture Density (Ring Samples)	12 Tests	\$20.00/Test
Maximum Density (ASTM D1557)	2 Test	\$150.00/Test
Direct Shear (ASTM 3080)	2 Tests	\$140.00/Test
Sand Equivalency (CTM 217)	2 Test	\$70.00/Test
R-Value	2 Test	\$220.00/Test
Chloride/Sulfate/Corrosion/pH Testing	1 Tests	\$175.00/Test
<b>Subcontractor</b>		
2R Drilling (Hollow Stem Auger)	6 Hours	\$225.00/Hr.
Traffic Control Equipment Rental	Flat Rate	\$36.00

Task	Cost Estimate
1. Geotechnical Field Services <ul style="list-style-type: none"> <li>• Underground Service Alert coordination and permit processing</li> <li>• Logging of soil borings</li> <li>• Traffic Control</li> <li>• Subcontract drillers, field coordination</li> </ul>	\$1,914.00
2. Laboratory Services	\$3,795.00
3. Data Analysis and Review <ul style="list-style-type: none"> <li>• Preparation of in-house maps to illustrate and analyze the geotechnical conditions and constraints</li> <li>• Analysis of field and laboratory data to develop shoring parameters</li> </ul>	\$810.00
<b>Item Total</b>	<b>\$6,519.00</b>

**EXHIBIT B**

**SECTION 2 - FEE  
(Continued)**

**4. Sepulveda Blvd & 2<sup>nd</sup> Street Water Main Replacement Project No. 12829E**

Title	Estimated Hours/Tests	Rate
Staff Engineer/Geologist	11 Hours	\$88.00/Hr.
Principal Engineer	1 Hours	\$150.00/Hr.
<b>Laboratory Testing</b>		
Moisture Density (Ring Samples)	6 Tests	\$20.00/Test
Maximum Density (ASTM D1557)	2 Test	\$150.00/Test
Direct Shear (ASTM 3080)	2 Tests	\$140.00/Test
Sand Equivalency (CTM 217)	2 Test	\$70.00/Test
R-Value	2 Test	\$220.00/Test
Chloride/Sulfate/Corrosion/pH Testing	1 Tests	\$175.00/Test
<b>Subcontractor</b>		
2R Drilling (Hollow Stem Auger)	4 Hours	\$225.00/Hr.
Traffic Control Equipment Rental	Flat Rate	\$36.00

Task	Cost Estimate
1. Geotechnical Field Services <ul style="list-style-type: none"> <li>• Underground Service Alert coordination and permit processing</li> <li>• Logging of soil borings</li> <li>• Traffic Control</li> <li>• Subcontract drillers, field coordination</li> </ul>	\$1,288.00
2. Laboratory Services	\$1,455.00
3. Data Analysis and Review <ul style="list-style-type: none"> <li>• Preparation of in-house maps to illustrate and analyze the geotechnical conditions and constraints</li> <li>• Analysis of field and laboratory data to develop shoring parameters</li> </ul>	\$766.00
<b>Item Total</b>	<b>\$3,509.00</b>

**EXHIBIT B**  
**SECTION 2 - FEE**  
**(Continued)**

**5. FY2012-13 Rehabilitation of Gravity Sewer Mains Project No 12831E**

<b>Title</b>	<b>Estimated Hours/Tests</b>	<b>Rate</b>
Staff Engineer/Geologist	25.5 Hours	\$88.00/Hr.
Principal Engineer	1 Hours	\$150.00/Hr.
<b>Laboratory Testing</b>		
Direct Shear (ASTM 3080)	5 Tests	\$140.00/Test
Sand Equivalency (CTM 217)	11 Tests	\$70.00/Test
R-Value	11 Tests	\$220.00/Test
<b>Subcontractor</b>		
Snow Cutting (Corers)	16 Hours	\$225.00/Hr.
Traffic Control Equipment Rental	Flat Rate	\$36.00

<b>Task</b>	<b>Cost Estimate</b>
1. Geotechnical Field Services <ul style="list-style-type: none"> <li>• Underground Service Alert coordination and permit processing</li> <li>• Logging of soil borings</li> <li>• Traffic Control</li> <li>• Subcontract drillers, field coordination</li> </ul>	\$3,444.00
2. Laboratory Services	\$3,890.00
3. Data Analysis and Review <ul style="list-style-type: none"> <li>• Preparation of in-house maps to illustrate and analyze the geotechnical conditions and constraints</li> <li>• Analysis of field and laboratory data to develop shoring parameters</li> </ul>	\$986.00
<b>Item Total</b>	<b>\$8,320.00</b>

**6. FY2011-12 thru 14-15 Rehabilitation of Sewer Manholes 12832E**

**(No Geotechnical Work is required for this project)**

**EXHIBIT B**

**SECTION 2-FEE  
(Continued)**

**7. Street Resurfacing Project: Ardmore & Valley Project No. 12832E including warm mix asphalt demonstration test location on 11th Street.**

Title	Estimated Hours/Tests	Rate
Staff Engineer/Geologist	27.5 Hours	\$88.00/Hr.
Principal Engineer	2 Hours	\$150.00/Hr.
<b>Laboratory Testing</b>		
Moisture Density (Ring Samples)	10 Tests	\$20.00/Test
Hydrometer & Sieve Analysis	4 Test	\$140.00/Test
R-Value	5 Test	\$220.00/Test
<b>Subcontractor</b>		
2R Drilling (Hollow Stem Auger)	12 Hours	\$225.00/Hr.
Traffic Control Equipment Rental	Flat Rate	\$36.00

Task	Cost Estimate
<b>1. Geotechnical Field Services</b> <ul style="list-style-type: none"> <li>• Underground Service Alert coordination and permit processing</li> <li>• Logging of soil borings</li> <li>• Traffic Control</li> <li>• Subcontract drillers, field coordination</li> </ul>	\$4,496.00
<b>2. Laboratory Services</b>	\$1,860.00
<b>3. Data Analysis and Review</b> <ul style="list-style-type: none"> <li>• Preparation of in-house maps to illustrate and analyze the geotechnical conditions and constraints</li> <li>• Analysis of field and laboratory data to develop shoring parameters</li> </ul>	\$960.00
<b>Revised Item Total</b>	<b>\$7,316.00</b>

**EXHIBIT B**  
**SECTION 2 - FEE**  
**(Continued)**

**8. Sepulveda at Manhattan Beach Blvd Dual left turn lanes WE, EB and NB  
Project No 192823E**

Title	Estimated Hours/Tests	Rate
Staff Engineer/Geologist	13.5 Hours	\$88.00/Hr.
Principal Engineer	1 Hours	\$150.00/Hr.
<b>Laboratory Testing</b>		
Moisture Density (Ring Samples)	3 Tests	\$20.00/Test
R-Value	3 Test	\$220.00/Test
<b>Subcontractor</b>		
2R Drilling (Hollow Stem Auger)	2 Hours	\$225.00/Hr.
Traffic Control Equipment Rental	Flat Rate	\$36.00

Task	Cost Estimate
1. Geotechnical Field Services <ul style="list-style-type: none"> <li>• Underground Service Alert coordination and permit processing</li> <li>• Logging of soil borings</li> <li>• Traffic Control</li> <li>• Subcontract drillers, field coordination</li> </ul>	\$2,540.00
2. Laboratory Services	\$720.00
3. Data Analysis and Review <ul style="list-style-type: none"> <li>• Preparation of in-house maps to illustrate and analyze the geotechnical conditions and constraints</li> <li>• Analysis of field and laboratory data to develop shoring parameters</li> </ul>	\$634.00
<b>Item Total</b>	<b>\$3,894.00</b>

**9. Summary Report and Recommendations**

Title	Estimated Hours/Tests	Rate
Staff Engineer/Geologist	18 Hours	\$88.00/Hr.
Principal Engineer	4 Hours	\$150.00/Hr.
Word Processing	6 Hours	\$58.00/Hr.
Reprographics	Flat Rate	\$300.00

Task	Cost Estimate
1. Geotechnical Summary Report <ul style="list-style-type: none"> <li>• Prepare a geotechnical report summarizing our findings, conclusions and recommendations for the proposed project</li> </ul>	\$2,832.00
<b>Item Total</b>	<b>\$2,832.00</b>



**EXHIBIT B**  
**SECTION 2 - FEE**  
**(Continued)**

Item	Cost Estimate
1. Second Street Booster Pump Station Project No. 11833E	\$2,181.00
2. Larsson Street Pump Station Improvement Project No. 12828E	\$2,181.00
3. Pipe Replacement Program and Fire Hydrant Installation (Area 1) Project No. 12826E	\$6,519.00
4. Sepulveda Blvd. & 2 <sup>nd</sup> Street Water Main Replacement Project No. 12829E	\$3,509.00
5. FY2012-13 Rehabilitation of Gravity Sewer Mains Project No. 12831E	\$8,320.00
6. FY2011-12 thru 14-15 Rehabilitation of Sewer Manholes Project No. 12832E	N/A
7. Street Resurfacing Project: Ardmore & Valley Project No. 12820E	\$7,316.00
8. Sepulveda Blvd. at Manhattan Beach Blvd Dual left turn lanes WE, EB, and NB Project No. 19823E	\$3,894.00
9. Summary Report and Recommendations	\$2,832.00
<b>Project Total</b>	<b>\$36,752.00</b>

Based on the scope of services outlined above and that there are prevailing wage requirements, we have established a fee Not to Exceed **Thirty Six Thousand Seven Hundred Fifty Two Dollars (\$36,752.00)**. We propose to bill at the end of each month during our investigation on a "Percent Complete" basis. This excludes review of any subsequent responses, attendance at public hearings, or additional meetings between city staff, the applicant, or consultants. Attendance at any meetings or public hearings will be billed on a time and expense basis based on our 2011/2012-A Fee Schedule. If review of any subsequent responses is necessary for this project, an additional cost estimate will be provided to you for your approval.

**CONDITIONS**

Meetings, oral presentations, responses to governing agency reviews, revisions to draft reports or changes in the scope as described will be invoiced as extra work on a time-and-material basis in accordance with the accompanying Fee Schedule. All outside services performed by others on the Client's behalf are invoiced at our cost plus 15 percent. These expenses include rental of heavy equipment (i.e., drill rig, bulldozer, backhoe, crane, etc.), travel and subsistence, permits, photographs, reproduction costs, expendable items, etc. The estimated fee includes the mark-up that would appear on future invoices for these expenses.

**EXHIBIT B**

**SECTION 1 - FEE  
(Continued)**

The client warrants to KCG that it has full legal right to authorize our entry upon the real property where our services are to be performed and upon all property, if any, required for ingress and egress to the site.

**TERMINATION**

Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Termination by either party shall relieve KCG of any obligation to work on or complete the Scope of Work and/or any Addendums under this Agreement. Notwithstanding this provision, termination of this Agreement shall not relieve Client of the obligation to pay all outstanding invoices of KCG upon receipt. Further, other than work not yet completed by KCG under this Agreement at the time of termination of the Agreement, all other terms and conditions of the Agreement shall remain in full force and effect.

**EXHIBIT B**

**SECTION 2 – FEE  
(Continued)**

**2011/2012 SCHEDULE OF FEES**

**Professional Service Fees:**

Executive Principal Engineer or Geologist	\$175.00/hr.
Principal Engineer or Geologist	\$165.00/hr.
Associate Engineer or Geologist	\$150.00/hr.
Senior Project Engineer or Geologist	\$135.00/hr.
Project Engineer or Geologist	\$125.00/hr.
Senior Engineer or Geologist	\$115.00/hr.
Senior Staff Engineer or Geologist	\$100.00/hr.
Staff Engineer or Geologist	\$88.00/hr.
*Supervisory Engineering Technician	\$105.00/hr.
*Senior Engineering Technician	\$95.00/hr.
*Engineering Technician	\$82.00/hr.
*Technician Assistant	\$65.00/hr.
*Special Inspection	\$55.00/hr.
CADD Technician	\$85.00/hr.
Word Processing	\$58.00/hr.
Administrative Support	\$50.00/hr.

\* Does not include projects subject to prevailing wage. Prevailing wage rates will be determined on a project by project basis.

**Litigation Fees:**

Expert witness testimony is charged at \$325.00/Hr.

**Other Expenses:**

- (a) Normal field equipment such as nuclear gauge, sand cone, compaction check point and sampling equipment are included in the hourly rates above.
- (b) Digital Imaging handling, processing and storage fee charged at \$20.00 for first 50 images and \$20.00 for each 50 images thereafter. Digital image reproduction charged at \$2.00 per page for plain paper and cost plus 20 percent for photo quality color images.
- (c) In-house reproduction expenses are charged at \$0.25 per sheet.
- (d) Gas/Oxygen Meter is charged at \$80.00/day.
- (e) Inclinator and asphalt/concrete coring equipment is charged at \$80.00/ day. Asphalt/Concrete cores will also be subject to a \$2.00 per core charge for cores up to 12 inches in length.
- (f) Laboratory samples will be held for 30 days from date of report. A storage fee will be assessed if longer storage is requested by the client in writing.
- (g) Special Inspection, including Deputy Inspection of concrete, welding, structural steel, roofing, fire proofing, etc. are charged at a 4 hour minimum. All observations based on a minimum of 4 hours and over 4 hours - 8 hour minimum.

**EXHIBIT B**

**SECTION 2 - FEE  
(Continued)**

**Outside Expenses:**

Outside services performed by others and direct costs incurred on the Client's behalf are invoiced at cost plus 15 percent. These expenses include rental of heavy equipment (i.e., drill rigs, bulldozers, backhoes, cranes, etc.), travel and subsistence, permits, photographs, reproduction costs, expendable items, etc.

**Other Charges:**

The minimum charge for field inspection will be two hours. Overtime for technical and clerical staff will be charged at 1.3 times the hourly rate for work in excess of 8 hours on weekdays, work before 7 a.m. or after 5 p.m., and all Saturdays. Work performed on Sundays and holidays will be charged at 1.5 times the hourly rate.

**Travel Time:**

Travel time required to provide professional or technical services will be charged at the appropriate rates.

**Invoices:**

Invoices will be provided periodically and will be formatted according to the fee categories set forth above.

**EXHIBIT C**  
**SCHEDULE**

**EXHIBIT C**

**SECTION 3 - SCHEDULE**

Field work to begin within 1 to 2 weeks following formal authorization to proceed barring any delays due to weather, equipment availability and permit processing. Upon completion of the field work, we estimate that approximately 4 to 5 weeks will be required to complete our report.

ATTACHMENT 3  
CONTRACT, KDM MERIDIAN

## AGREEMENT

THIS AGREEMENT is made this 21 day of February 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and KDM Meridian, a consultant, ("CONSULTANT").

## RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services necessary to provide professional land surveying services;
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.



3. Compensation. CONSULTANT shall be compensated as follows:

3.1 Amount. Compensation under this Agreement shall not exceed One hundred thirty seven thousand nine hundred dollars (\$133,285.00)

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.

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-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:

- (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:

KDM Meridian

22541 Aspan Street Suite C

Lake Forest CA 92630

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.

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.**

21.1. **Indemnity for Design Professional Services.** CONSULTANT is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its elected officials, officers, employees, servants, designated volunteers, and those CITY agents serving as independent Consultants in the role of CITY officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

21.2 **Other Indemnities.** In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 21.1, CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its

officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. With respect such Claims, CONSULTANT shall defend CITY, with counsel of CITY's choice, at CONSULTANT's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against CITY. CONSULTANT shall reimburse CITY for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT or CITY. All duties of CONSULTANT under this Section shall survive 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   
Richard C. Maher, President

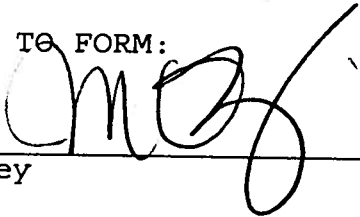
CITY OF MANHATTAN BEACH

By \_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Public Works Approval



**EXHIBIT A**  
**SCOPE OF SERVICES**



# KDM MERIDIAN

SURVEYING, MAPPING AND LAND SERVICES

January 26, 2012

**KDMM P1201-02**  
**Revised**

Mr. Steve Finton, P.E.  
**City Engineer**  
**City of Manhattan Beach**  
1400 Highland Avenue  
Manhattan Beach, CA 90366

**Subject: Request for Proposal for Topographical Surveys for Various Projects**

Dear Mr. Finton:

KDM Meridian is pleased to have the opportunity to provide our professional surveying services to the City of Manhattan Beach in support for the above-mentioned projects.

Our understanding of the work is that our office will be providing base mapping for all of these seven project sites, so we have structured our proposal to address each site as presented in the RFP. We will establish a horizontal and vertical control network to include each project site. The costs for each will be prorated and included within each project budget.

Design Survey Limits as follows:

**1) Second Street Booster Pump Station Project No. 11833E**

- a) Topographic survey of project site area, to extend 20 feet past project boundary
- b) To include to C/L of adjacent street, and extend 50 feet to each side of project site area

**2) Larsson Street Booster Pump Station Project No. 12828E**

- a) Topographic survey of project site area, to extend 20 feet past project boundary
- b) To include to C/L of adjacent street, and extend 50 feet to each side of project site area

**3) Pipe Replacement Program and Fire Hydrant Installation (Area 1) Project No. 12826E**

Limits as follows:

11 <sup>th</sup> Street from Ardmore Avenue to John Street	2,060 LF
10 <sup>th</sup> Street from Highview Avenue to Pacific Avenue	750 LF
(West) 9 <sup>th</sup> Street from Ardmore Avenue to Highview Avenue	830 LF
(East) 9 <sup>th</sup> Street from Highview Avenue to Pacific Avenue	800 LF
Highview Avenue from 10 <sup>th</sup> Street to 9 <sup>th</sup> Street	450 LF
Pacific Avenue from 11 <sup>th</sup> Street to Manhattan Beach Blvd.	670 LF
John Street from 10 <sup>th</sup> Street to 11 <sup>th</sup> Street	750 LF
9 <sup>th</sup> Street from John Street to Poinsettia Avenue	1,000 LF

- Poinsettia Avenue from 8<sup>th</sup> Street to 9<sup>th</sup> Street 550 LF  
8<sup>th</sup> Street from Poinsettia Avenue to Sepulveda Blvd. 2,100 LF  
a) Aerial mapping of each project street reach to 5' beyond sidewalk, to extend 100 feet beyond project area in each direction, and at intersections  
b) Ground survey of representative 200 foot interval cross-sections within project reaches

**4) Sepulveda Boulevard & 2<sup>nd</sup> Street Water Main Replacement Project No. 12829E**

Limits as follows:

Sepulveda Boulevard from 2<sup>nd</sup> Street to Manhattan Beach Blvd. 3,430 LF  
Larson Street from 2<sup>nd</sup> Street to Larson Street Park 550 LF

- a) Aerial mapping of each project street reach to 5' beyond sidewalk, to extend 100 feet beyond project area in each direction, and at intersections  
b) Ground survey of representative 200 foot interval cross-sections within project reaches

**5) FY2012-13 Rehabilitation of Gravity Sewer Mains Project No. 12831E**

Limits as follows:

37 separate repair locations within City limits  
2<sup>nd</sup> Street from Herrin Street to Redondo Avenue 650 LF

- a) Topographic ground survey of 25 foot radius at each sewer repair location  
b) Ground survey of 50 foot interval cross-sections within 2<sup>nd</sup> Street project reach

**6) FY2011-12 thru 14-15 Rehabilitation of Sewer Manholes Project No. 12832E**

**(No survey work is required for this project)**

**7) Street Resurfacing Project: Ardmore Avenue & Valley Drive Project No. 12820E**

Limits as follows:

Ardmore Avenue from Boundary Place to Manhattan Beach Blvd. 4,450 LF  
Valley Drive from Longfellow Drive to 2<sup>nd</sup> Street 1,800 LF  
11<sup>th</sup> Place from Ardmore Avenue to Highway Avenue 630 LF

- a) Aerial mapping of each project street reach to 5' beyond sidewalk, to extend 100 feet beyond project area in each direction, and at intersections  
b) Ground survey of representative 100 foot interval cross-sections within project reaches  
c) 50 foot interval cross-sections at intersecting streets (11<sup>th</sup> Place, 11<sup>th</sup> Street, 9<sup>th</sup> Street, 8<sup>th</sup>, 6<sup>th</sup>, 5<sup>th</sup>, 2<sup>nd</sup>, 1<sup>st</sup>, Duncan Avenue, Boundary Place) to include detail of intersections and ramps

**8) Sepulveda Blvd at Manhattan Beach Blvd Dual left turn lanes WE, EB and NB Project No. 12823E**

Limits as follows:

From intersection to 100 feet north, 400 feet south, 500 feet west and 600 feet east

- a) Aerial mapping of each project street reach to 5' beyond sidewalk, to extend 100 feet beyond project area in each direction, and at intersections
- d) 50 foot interval cross-sections within project reaches as described above to include detail of intersections and ramps
- b) Topographic detail of east side of Sepulveda Boulevard from Manhattan Beach Boulevard to 11<sup>th</sup> Street to 20 feet beyond proposed R/W
- c) Dip for invert elevation of storm drain and sewer manholes within project street reaches
- d) Provide dip notes (sketch) and pictures of each manhole surveyed

**Scope of Work – Design Survey**

- 1) Meetings
  - a) Attend Kickoff Meeting at City.
  - b) Meet with staff, to review and discuss project objectives, project schedule, scope of work, method of approach and coordination.
- 2) Research of Record Information
  - a) Research and obtain all current available survey data from City of Manhattan Beach. Research and obtain all current information and mapping for record centerline and right of way information from County Surveyor's office.
- 3) Field Surveying
  - a) Project Datum to be used
    - i) Horizontal: California State Plane Coordinates
    - ii) Vertical: Los Angeles County Bench Mark system (NAVD 88)
  - b) Topographic Survey
    - i) Limits: As stated above
    - ii) Collect standard topographic detail (utilities, poles, meters and valves, walkways, curb & gutter, walls, fences, gates, trees, shrubs, signs, landscaping, hardscape, grade breaks, striping, edge of pavement, etc.) of all features within project limits described above.
    - iii) Collect cross-sections to survey limits as described above for each project site.
- 4) Mapping
  - a) Topographic
    - i) Prepare mapping of all survey detail collected.
    - ii) Review and revise with a field walk and required drafting revisions, if any.
  - b) Centerline and right-of-way
    - i) Create record centerline based on retrieved record information and existing centerline monumentation.
  - c) Create record right-of-way lines from available records, supplementing with assessors information where necessary.
- 5) Deliverables to consist of
  - a) AutoCAD drawing files at 1" = 20' with 1' contours of survey information collected drafted in base topographic form.

- b) The City's Standard Survey Descriptions and Layering Guidelines will be used where applicable.
- c) Record centerline and right-of-way lines from best available sources will be incorporated into topographic base map.
- d) Street improvement projects to show profile sections with centerline and flowline profiles on a grid, with stationing and elevations. Copies of all field notes, record maps, record data and tax assessor maps available upon request.

KDMM has noted that Projects No. 11833E, No. 12828E, and No. 12831E overlap with Projects No. 12826E and No. 12829E. This is dependent upon the order that these projects are completed. In the course of completing this mapping work, if it is determined that a specific project area has been mapped by a preceding project, we will work with the City to ensure that additional or doubled costs are not incurred for this same work.

From the time of the project award, if any project has increased or decreased in limits or scope, these changes will be addressed before commencement of each project.

For estimation of schedule, if the City decided to have these projects worked concurrently, we would discuss which projects would have priority of completion, and arrange for the work to be completed accordingly. We estimate that this work would be completed within a minimum of 3 ½ months (14 weeks). Upon award of project, the schedule can be discussed with you and your staff to ensure that that completion of each project area will be within parameters that the City has established for both design and construction.

Consideration will be given based upon the priority of the projects to be completed within a specific schedule to determine the above mentioned overlap, and also a discount for aerial mapping services to adjust the presented budgets accordingly.

Thank you for this opportunity to provide surveying services to City of Manhattan Beach. Please call if you have questions with any portion of this proposal or would like to add, remove, or change any scope items.

Respectfully,

Richard C. Maher, P.L.S.  
Principal

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Attachments: Allocation Matrices, Hourly Rate Schedule, Related Projects



**EXHIBIT B**  
**COMPENSATION**

KDM MERIDIAN, INC.

Second Street Booster Pump Station  
Survey & Mapping Services

Scope of Services - Project No. 11833E

	Project Surveyor	Survey Crew 1-Man	Survey Crew 2-Man	Survey Crew 3-Man	AutoCAD Drafter	Ass't. Surveyor	Fixed Cost	Totals
<b>1. Meetings:</b>								
i). Kick-Off						1		\$230
ii). Project Meetings w/Client						1		\$115
<b>2. Research:</b>								\$245
i). City Research						1		\$115
ii). County Research						1	\$15	\$130
<b>3. Field Surveying - Control:</b>								\$970
i). Control - Horizontal & Vertical Monument Recovery			2			2		\$630
ii). GPS control			1					\$200
iii). Process GPS	1							\$140
<b>4. Field Surveying - Topography:</b>								\$515
i). Cross-sections/topography			2			1		\$515
<b>5. Mapping:</b>								\$710
i). Drafting							2	\$340
ii). C/L & RW	1							\$370
<b>6. Deliverables:</b>								\$100
i). Topographic Base							1	\$100
<b>Totals</b>	<b>3</b>		<b>5</b>		<b>3</b>	<b>9</b>		<b>\$2,770</b>

KDM MERIDIAN, INC.

Street Resurfacing Project: Ardmore Ave. & Valley Drive Survey & Mapping Services Scope of Services - 12820E									
Project Surveyor	Survey Crew 1-Man	Survey Crew 2-Man	Survey Crew 4-Man	AutoCAD Drafter	Ass't Surveyor	Fixed Cost	Totals		
\$140	\$125	\$200	\$350	\$100	\$115				
<b>1. Meetings:</b>									
									\$230
					1				\$115
					1				\$115
<b>2. Research:</b>									
					4				\$460
					10	\$100			\$1,250
<b>3. Field Surveying - Aerial Mapping:</b>									
		16							\$12,890
	6								\$750
			6						\$2,100
4									\$560
					2	\$6,050			\$6,280
<b>4. Field Surveying - Cross-sections:</b>									
		56			1				\$11,315
<b>5. Mapping:</b>									
				32					\$5,270
					18				\$3,200
<b>7. Deliverables:</b>									
									\$2,070
				1					\$100
4	6	72	6	33	37				\$31,515
<b>Totals</b>									



KDM MERIDIAN, INC.

Sepulveda Blvd. @ Manhattan Beach Blvd left turn lanes Survey & Mapping Services Scope of Services - 12823E		Project Surveyor	Survey Crew 1-Man	Survey Crew 2-Man	Survey Crew 4-Man	AutoCAD Drafter	Ass't. Surveyor	Fixed Cost	Totals
		\$140	\$125	\$200	\$350	\$100	\$115		
<b>1. Meetings:</b>									
i). Kick-Off									
ii). Project Meetings w/Client									
<b>2. Research:</b>									
i). City Research									
ii). County Research									
<b>3. Field Surveying - Aerial Mapping:</b>									
i). Control - Horizontal & Vertical Monument Recovery									
ii). Set Aerial Targets (4)									
iii). GPS control and targets									
iv). Process GPS									
v). Aerial Mapping Fees									
<b>4. Field Surveying - Cross-sections:</b>									
i). Cross-sections									
<b>5. Field Surveying - MH Dips:</b>									
i). MH Dipping									
ii). Traffic Control									
iii). Encroachment Permit									
<b>6. Mapping:</b>									
i). Drafting									
ii). C/L & RW									
<b>7. Deliverables:</b>									
i). Topographic Base									
<b>Totals</b>		3	3	49	3	17	36		\$22,060

KDM MERIDIAN, INC.

Pipe Replacement Program & FH Installation (Area 1) Survey & Mapping Services Scope of Services - 12826E										Totals	
Project Surveyor	Survey Crew 1-Man	Survey Crew 2-Man	Survey Crew 4-Man	AutoCAD Drafter	Ass't Surveyor	Fixed Cost					
\$140	\$125	\$200	\$350	\$100	\$115						
<b>1. Meetings:</b>											
											\$230
					1						\$115
					1						\$115
<b>2. Research:</b>											
					4						\$1,940
					12	\$100					\$460
											\$1,480
<b>3. Field Surveying - Aerial Mapping:</b>											
		16									\$12,855
	6										\$3,200
											\$750
			6								\$2,100
											\$560
	4										\$6,245
<b>4. Field Surveying - Cross-sections:</b>											
					3	\$5,900					\$8,115
					1						\$8,115
<b>5. Mapping:</b>											
											\$8,600
				40							\$4,000
<b>7. Deliverables:</b>											
											\$4,600
											\$100
					1						\$100
<b>Totals</b>											
4	6	56	6	41	62						\$31,840

KDM MERIDIAN, INC.

Sepulveda Blvd & 2nd St. Water Main Replacement Survey & Mapping Services Scope of Services - 12829E		Project Surveyor	Survey Crew 1-Man	Survey Crew 2-Man	Survey Crew 4-Man	AutoCAD Drafter	Ass't. Surveyor	Fixed Cost	Totals
		\$140	\$125	\$200	\$350	\$100	\$115		
<b>1. Meetings:</b>									
i). Kick-Off									
							1		\$460
ii). Project Meetings w/Client									
							3		\$115
<b>2. Research:</b>									
i). City Research									
							2		\$345
ii). County Research									
							5	\$50	\$855
<b>3. Field Surveying - Aerial Mapping:</b>									
i). Control - Horizontal & Vertical Monument Recovery									
			6						\$230
ii). Set Aerial Targets (8)									
		3							\$625
iii). GPS control and targets									
					3				\$7,160
iv). Process GPS									
		3							\$1,200
v). Aerial Mapping Fees									
							1	\$4,000	\$375
<b>4. Field Surveying - Cross-sections:</b>									
i). Cross-sections									
			8				1		\$1,050
<b>5. Mapping:</b>									
i). Drafting									
						12			\$420
ii). C/L & RW									
							8		\$4,115
<b>7. Deliverables:</b>									
i). Topographic Base									
							1		\$1,715
									\$2,120
									\$1,200
									\$920
									\$100
									\$100
<b>Totals</b>		3	3	14	3	13	21		\$12,410

KDM MERIDIAN, INC.

FY2012-13 Rehabilitation of Gravity Sewer Mains  
Survey & Mapping Services  
Scope of Services - Project No. 12831E

	Project Surveyor	Survey Crew 1-Man	Survey Crew 2-Man	Survey Crew 3-Man	AutoCAD Drafter	Ass't. Surveyor	Fixed Cost	Totals
<b>1. Meetings:</b>								
i). Kick-Off						1		\$230
ii). Project Meetings w/Client						1		\$115
<b>2. Research:</b>								\$115
i). City Research						6		\$2,680
ii). County Research						16	\$150	\$1,990
<b>3. Field Surveying - Control:</b>								\$6,610
i). GPS control			24			6		\$5,490
ii). Process GPS	8							\$1,120
<b>4. Field Surveying - Topography:</b>								\$14,180
i). Topography			64			12		\$14,180
<b>5. Mapping:</b>								\$6,120
i). Drafting	1						40	\$4,140
ii). Index Reference	1					16		\$1,980
<b>6. Deliverables:</b>								\$100
i). Topographic Base						1		\$100
<b>Totals</b>	<b>10</b>		<b>88</b>		<b>41</b>	<b>58</b>		<b>\$29,920</b>

KDM MERIDIAN, INC.

Larson Street Booster Pump Station  
Survey & Mapping Services

Scope of Services - Project No. 12828E

	Project Surveyor	Survey Crew 1-Man	Survey Crew 2-Man	Survey Crew 3-Man	AutoCAD Drafter	Ass't. Surveyor	Fixed Cost	Totals
<b>1. Meetings:</b>								
i). Kick-Off						1		\$230
ii). Project Meetings w/Client						1		\$115
<b>2. Research:</b>								
i). City Research						1		\$245
ii). County Research						1		\$115
<b>3. Field Surveying - Control:</b>								
i). Control - Horizontal & Vertical Monument Recovery			2			1	\$15	\$130
ii). GPS control			1			2		\$970
iii). Process GPS	1							\$630
<b>4. Field Surveying - Topography:</b>								
i). Cross-sections/topography			2			1		\$200
<b>5. Mapping:</b>								
i). Drafting	1				2			\$140
ii). C/L & RW	1					2		\$515
<b>6. Deliverables:</b>								
i). Topographic Base					1			\$515
<b>Totals</b>	<b>3</b>		<b>5</b>		<b>3</b>	<b>9</b>		<b>\$2,770</b>

**EXHIBIT C**  
**TIME OF PERFORMANCE**

**SERVICES UNDER THIS AGREEMENT SHALL BE COMPLETED WITHIN 14 WEEKS OF ISSUANCE OF THE NOTICE TO PROCEED.**