

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: Approval of Professional Engineering Services contract with Psomas for Design

Services for the Fiscal Year 2012-2013 Water Main Replacement and Attached Fire Hydrant Installation (Area 1 - Hill Section) Project for an amount not-to-exceed \$

49,800.00.

RECOMMENDATION:

Staff recommends that City Council Authorize the City Manager to approve a Professional Engineering Services Contract to Psomas in the amount of \$49,800.00 for Design of the Fiscal Year 2012-2013 Water Main Replacement and Attached Fire Hydrant Installation (Area 1- Hill Section) Project.

FISCAL IMPLICATIONS:

Water Funds in the amount of \$150,000.00 have been appropriated by City Council through the fiscal year 2011-13 Capital Improvement Plan as shown in Table 1 below. Construction funds in the amount of \$1,050,000.00 are scheduled to be appropriated through the Fiscal Year 2012-2013 Capital Improvement Plan which would bring available appropriations to \$1,200,000.

Table 1 Budget			
Project Title	Current Approp'ns	Proposed FY2012-2013	Total Proposed Budget
Water Main Replacement Program and Attached Fire Hydrant Installation (Area1 – Hill Section)* Project No. 12826E	\$150,000	\$1,050,000	\$1,200,000

Table 2	Estir	nated Expendit	ıres				
Project	Current Approp'ns	Project Management Costs VA & Sunbeam Consulting	Geotechnical Engineering Costs	Topographic Survey Costs	Recomm'd Design Contract with Psomas	Total Estimated Project Management and Engineering Costs	Estimated Balance of Appprop's Available for Constructn
Water Main Replacement Program and Attached Fire Hydrant Installation (Area1 – Hill Section)* Project No. 12826E	\$150,000	\$37,477	\$6,923	\$31,840	\$49,800	\$126,040	\$23,960*

^{*}An additional appropriation in the amount \$1,050,000 is scheduled for FY 2012-13 which would increase available funding for construction from \$23,960 to \$1,073,960.

BACKGROUND:

This project is part of the City's annual water main replacement program. This program replaces old and/or undersized water mains. These main replacements will reduce the risk of main breaks and will enhance fire suppression flows.

As part of the Fiscal Year 2012-2013 Water Main Replacement and Fire Hydrant Installation (Area 1) Project, new 6" and 8" diameter ductile iron pipe would replace existing water mains in the following streets:

Street	From	То	Size	Length
11 th St.	Ardmore Ave.	John St.	4" to 6"	1600'
10 th St.	Highview Ave.	Pacific Ave.	4" to 6"	450'
9 th St	Ardmore Ave.	Highview Ave.	4" to 6"	610'
9 th St	Highview Ave.	Pacific Ave.	4" to 6"	300'
Highview Ave.	9 th St.	10 th St.	4" to 6"	365'
Pacific Ave.	11 th St.	Manhattan Beach Bl.	8"	260'
John St.	10 th St.	11 th St.	4" to 6"	335'
9 th St.	John St.	Poinsettia Ave.	4" to 6"	510'
Poinsettia	8 th St.	9 th St.	8"	320'
Poinsettia	8 th St.	9 th St.	6" New	320'
8 th St.	Poinsettia Ave.	Sepulveda Bl.	8"	1280'
		·	Total	6,350'

Agenda Item #:	

DISCUSSION:

In January 2011, Staff issued a request for proposals for On-Call Engineering Services. Fifty-three proposals were received. Staff reviewed the proposals and developed a shortlist of firms for consideration on City projects over the next three years. Six firms were identified for water and sewer main design: AKM Consulting Engineers, Cannon, Psomas, Tetra Tech and VA Consulting, Inc. VA Consulting, Inc. was retained to provide program management services for this and other water projects and is therefore not eligible to provide design services on this project.

A Request for design Proposals for the Fiscal Year 2012-2013 Water Main Replacement and Attached Fire Hydrant Installation (Area 1 – Hill Section) Project was issued to the consultants listed below. These consultants provided their proposals and fees (shown below).

- 1. AKM Consulting Engineers (not to exceed \$ 79,860.00)
- 2. Cannon (not to exceed \$ 76,247.00)
- 3. Tetra Tech, Inc. (not to exceed \$ 60,899.00)
- 4. Psomas (not to exceed \$ 49,800.00)

City staff evaluated the proposals and ranked the firms based on qualifications and approach. Staff deems that the team, approach and fee proposed by Psomas to be the most effective proposal. Staff recommends that the design contract be awarded to Psomas to prepare plans, specifications and estimates for the water main replacements.

Staff expects that the plans and specifications for the Fiscal Year 2012-2013 Water Main Replacement and Attached Fire Hydrant Installation (Area 1 – Hill Section) Project will be completed and ready for bidding by July of 2012 with construction starting in October 2012.

Attachments:

- 1) Project Detail Sheet and Map of Fiscal Year 2012-2013 Water Main Replacement and Attached Fire Hydrant Installation (Area 1 Hill Section) Project locations
- 2) Proposed Professional Services Agreement with Psomas for the Fiscal Year 2012-2013 Water Main Replacement and Attached Fire Hydrant Installation (Area 1 Hill Section) Project.

xc: Henry Mitzner, Controller

ATTACHMENT 1
PROJECT DETAIL SHEET AND 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	То	Maintenance Area
11 th Street	Ardmore Avenue	John Street	7 Low pressure zone
10 th Street	Highview Avenue	Pacific Avenue	7 High pressure zone
9 th Street	Ardmore Avenue	Highview Avenue	7 Low Pressure Zone
9 th Street	Highview Avenue	Pacific Avenue	7 High pressure zone
Highview Avenue	9 th Street	10 th Street	7 Convert to high
Highview Avenue	9 Sileet	10 Street	pressure zone
Pacific Avenue	11 th Street	Manhattan Beach	7 Low pressure zone
Facilic Averlue		Boulevard	7 Low pressure zone
John Street	10 th Street	11 th 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	Poinsettia 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:

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

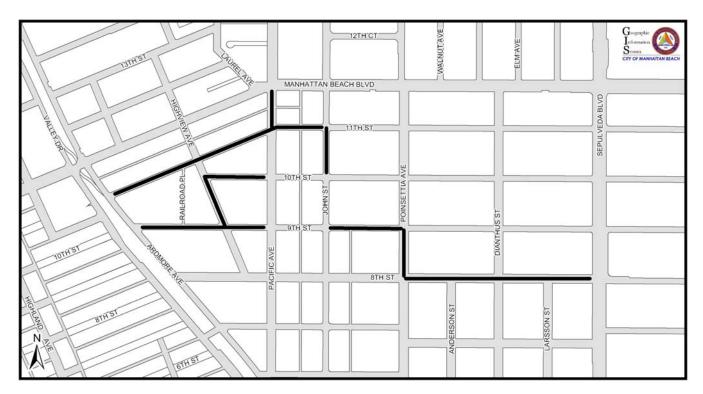
Location Map on following page:

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:



ATTACHMENT 2
CONTRACT, PSOMAS

AGREEMENT

THIS AGREEMENT is made this ______ day of March, 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and Psomas, a consultant, ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

- City is desirous of obtaining services necessary to design the 2012-2013 Water Main Replacement and Fire Hydrant Installation (Area 1) Project;
- CONSULTANT is qualified by virtue of experience, training, education, and expertise to accomplish these services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Term of Agreement</u>. This Agreement shall terminate upon completion of Scope of Services, unless earlier terminated as provided below.
 - 1.1 <u>Termination</u>. 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. <u>Services to be Provided</u>. 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. <u>Compensation</u>. CONSULTANT shall be compensated as
 - 3.1 Amount. Compensation under this Agreement shall not exceed Forty-nine thousand eight hundred dollars (\$ 49,800.00).
 - 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. <u>Time of Performance</u>. 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. <u>Insurance Requirements</u>.

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 <u>Coverages</u>, <u>Limits and Policy Requirements</u>. CONSULTANT shall maintain the types of coverages and limits indicated below:
 - COMMERCIAL GENERAL LIABILITY INSURANCE -(1) a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. $1\overline{1}/88$ 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, nonrenewal or material change in coverage. 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. 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. <u>Mon-Liability of Officials and Employees of the CITY</u>. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

- 9. <u>Non-Discrimination</u>. 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. <u>Independent Contractor</u>. 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. <u>Conflict of Interest and Reporting</u>. CONSULTANT shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.
- 14. <u>Notices</u>. 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:

E	Psomas	
3	B Hutton Center Drive, Sui	te 200
S	Santa Ana, CA 92707	

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. <u>Consultant's Proposal</u>. 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. <u>Limitations Upon Subcontracting and Assignment</u>. 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. <u>Indemnity for Design Professional Services</u>. 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. <u>Modification</u>. 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. <u>Interpretation</u>. This Agreement shall be interpreted as though prepared by both parties.
- 25. <u>Preservation of Agreement</u>. 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 is 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 Joseph L. Boyle, Vice President
	CITY OF MANHATTAN BEACH
	By City Manager
ATTEST:	
City Clerk	*
APPROVED AS TO FORM	

City Attorney	
Public Works Approval	

SCOPE OF WORK

Based on the Scope of Services outlined in the Request for Proposal (RFP), which is incorporated herein by reference as an integral part of this proposal, the following is our proposed Scope of Work to complete the project.

Task I – Project Management, Meetings and Coordination

1.1 **Project Management** – Provide project management to ensure adherence to the project schedule and budget and to document all communication between Psomas and City. Submit monthly status reports detailing project progress and monthly invoice.

Deliverables: Monthly Status Reports; Monthly Invoices.

1.2 Meetings – At the commencement of the project, Psomas will hold a "kick-off" meeting with City staff to discuss the scope and parameters of the project. Arrange for and participate in review meetings with City staff to review progress of the project work and exchange ideas and information at preliminary, 50%, and 90% design stages. Participate in a coordination meeting with Larsson Street Pump Station Upgrade Consultant for input into the hydraulic model development. We assume the final design comments will not require a review meeting, but may be addressed via telephone and/or email.

Prepare and submit minutes for each project meeting summarizing the participating personnel, key discussion comments and decisions, documents delivered or received and actions required.

Deliverables: Meeting Minutes.

Task II - Preliminary Investigations and Design

The task is dedicated to collecting information available from the City and performing a detailed field reconnaissance to get familiar with the project area and to note all visible relevant features along the pipeline alignment including major utility structures within the street right-of-way, and existing driveways to frontage properties.

2.1 Records & Requirements Search – Perform record and data search consisting of existing water, sewer, and other utilities along the subject alignment. In addition, document contact and coordinate with other public and private agencies/entities involved to inform them about the project and obtain their records, and approval. Utility companies will include Gas Company, Verizon, Southern California Edison, Adelphia/Time Warner, and others with infrastructures in the area.

Deliverables: Utility Coordination Tables and Coordination Correspondence.

2.2 Field Reconnaissance and Survey Verification – Conduct detailed field check of project streets to note surface locations of existing utilities and invert depths, where possible. In addition, perform thorough field inspection of water meter locations, public improvement and private property improvements adjacent to the proposed project improvements. Compare field conditions with topographical map provided by the City.

Deliverables: None.

2.3 Hydraulic Modeling – Perform hydraulic modeling of up to three (3) scenarios using MWH Info Water model of the potable water system (provided by the City). Model scenarios will be as developed by City and Consultants. For budgeting purposes, hydraulic modeling for each scenario is estimated at \$1,500.

Deliverables: Hydraulic Model Data Runs (included in Task 2.4).

2.4 Preliminary Design Letter Report – Prepare a preliminary plan and design report (Letter Report) summarizing the modeling analysis, developing pipe alignments, pipe size, pipe pressure zones, connection locations, replacement fire hydrant locations, new fire hydrant locations, and proposed pressure reducing improvements. Elect appropriate pipe alignments maintaining proper clearances from existing sewer mains and other utilities. Review comments and incorporate input into final alignments prior to preparation of final PS&E.

Submit three (3) copies of the Preliminary Design Letter Report to the City for review.

Deliverables: Preliminary Design Letter Report (3 copies).

Task III - Final Engineering

The Preliminary Design Letter Report will serve as the outline for executing the final design services which includes the following items:

3.1 Public/Private Agency, Utility Coordination— Coordinate and submit the 90% Construction Drawings to utility companies with copies of all correspondence and submittals to the City. Comments received from the various agencies will be incorporated into the final design. For this project, we have excluded permitting with Caltrans.

Deliverables: Agency Coordination Correspondence.

3.2 Utility Verification and Potholing – Perform utility verification by potholing. Resulting pothole data will be accurately shown on the construction drawings. A maximum of 10 potholes have been included in this proposal. Potholing includes native backfill and permanent cold patch for pavement repair. A no-fee encroachment permit will be processed with the City. Potholing in Caltrans right-of-way has been excluded from this proposal. Traffic control will be per WATCH manual. For budgeting purposes, each pothole is estimated at \$900.

Deliverables: Potholing Summary.

- 3.3 Construction Plans, Technical Specifications, and Engineer's Estimate at 50%, 90%, and Final Stages of Design Prepare construction drawings, technical specifications, and engineer's construction cost estimate incorporating any comments received from the City, utility companies, and outside agencies. The construction specifications will include the City's contract boiler plate documents, construction sequencing, and technical specifications. The construction plans will consist of the following sheets at a minimum:
 - A. Cover
 - B. Construction and General Notes, Abbreviations, Legend, Standard Plans and Typical Details
 - C. 11th Street Waterline Improvements (2 Sheets)
 - D. 10th Street and Highview Avenue Waterline Improvements
 - E. 9th Street Waterline Improvements (2 Sheets)
 - F. 8th Street Waterline Improvements
 - G. Pacific Avenue/John Street/Poinsettia Waterline Improvements
 - H. Miscellaneous Construction Details

Three (3) sets of the Progress Submittal Package will be sent to the City for review at 50%, 90%, and Final Design Milestones. Construction plans will utilize the City's standard title block. Construction plans will show proposed pipeline alignment and connection points in plan view at 20-scale. For this proposal, we have excluded traffic control plans. Technical specifications and cost estimates will be submitted with the 90% and Final design milestones.



Deliverables: 3 copies of 50% Design Submittal, and 90% Design Submittal, and Final Design Submittal.

3.4 Final Deliverable – Submit one bond copy of the construction plans, a reverse read mylar set, and one loose bound bond copy of the specifications, stamped by a registered civil engineer in State of California.

Deliverables: Final Deliverable which includes one bond copy of construction plans; one mylar copy of construction plans; and one unbound copy of project specifications.

3.5 Record Drawings – At the end of the project, provide a complete set of record drawings on mylar sheets incorporating redline comments from the Contractor of as-built conditions. Update individual City water intersection drawing sheets using City standard title block.

Deliverables: Record Drawings and City Water Intersection Drawing Sheets

City will provide the following for use on the project:

- Available record drawings and documents relating to existing facilities,
- Survey base map for the project area in AutoCAD format which will include centerline, right-of-way lines, lot lines, above ground improvements such as monuments, manholes, catch basins, valve boxes, medians, striping, etc.
- Geotechnical Report for the project area.
- ▶ 2010 Water Master Plan including Water System Hydraulic Model (MWH Soft's Info Water)

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

Project Title:

Pipe Replacement Program and Fire Hydrant Installation (Area 1)

Continued

Location map:

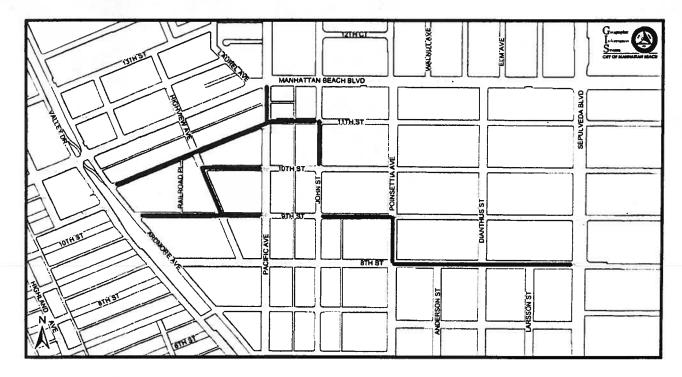


EXHIBIT "B" FEE SCHEDULE

The Consultant will perform design services for the project as indicated in Exhibit A for the standard hourly fees as shown in the attached Fee Proposal.

The total not-to-exceed amount of this agreement is \$49,800.00.

CITY OF MANHATTAN BEACH

EXHIBIT B 2012-13 Water Main Replacement and Fire Hydrant Installation (Area 1) Fee Proposal

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EXHIBIT "C" TIME OF PERFORMANCE

Notice to Proceed

March 6, 2012

Preliminary Investigation and Design

March 6, 2012 - April 10, 2012

Final Engineering

April 4, 2012 – May 29, 2012

Submit Final Plans and Specs

May 29, 2012

Prepare "As Built" Drawings

November 30, 2012

(est. Completion of Construction)