



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: April 17, 2012

SUBJECT: Professional Services Agreement with VA Consulting, Inc. (\$64,982) for Design Services Related to the FY 2012-2013 Rehabilitation of Gravity Sewer Mains Project.

RECOMMENDATION:

Staff recommends that City Council authorize the City Manager to award a Professional Services Agreement to VA Consulting, Inc. in an amount not to exceed \$64,982 for professional engineering services to design the FY 2012-2013 Rehabilitation of Gravity Sewer Mains Project.

FISCAL IMPLICATIONS:

Funding for the recommended contract would be provided from appropriations made by City Council through the Capital Improvement Plan (CIP) as follows:

Table 1 Budget	
Current Design Appropriation (FY 2011-12) to the FY2012-2013 Rehabilitation of Gravity Sewer Mains project. <i>Project No. 12831E</i>	\$150,000
Proposed FY2012-2013 appropriation as indicated in the proposed FY 2012-13 through 2016-17 CIP.	\$1,090,000
Total	\$1,240,000

Estimated expenditures for project management, geotechnical, topographic survey and engineering costs are indicated in Table 2 below.

Table 2 Estimated Costs	
Current Design Appropriation (FY 2011-12) to the FY2012-2013 Rehabilitation of Gravity Sewer Mains project. <i>Project No. 12831E</i>	\$150,000
Project Management Costs - Sunbeam Consulting	\$36,700
Geotechnical Agreement Kling Consulting Group, Inc.	\$8,724
Topographic Survey Agreement KDM Meridian	\$29,920
Recommended Design Agreement with VA Consulting, Inc	\$64,982
Total Estimated Design Expenses	\$140,326
Balance	\$9,674

BACKGROUND:

City Council has committed to an aggressive infrastructure investment program. Increases in sewer rates have generated funding needed to make the important infrastructure improvements. In 2008 and 2009, 53% of the City’s 81.6 miles of sanitary sewer mains were inspected using closed circuit television (CCTV). In 2010 an additional 22.8% were inspected. These CCTV inspections allow staff to pinpoint problems in sewer mains such that spot repairs can be performed in lieu of full pipeline replacement. Thirty eight locations requiring spot repairs were located in the Hill and southeast areas of the City. A segment of pipe in 2nd Street from Herrin to Redondo Avenues has numerous distresses and full pipeline replacement is recommended. The fiscal year 2011-2012 CIP includes funding to prepare plans and specifications to make these repairs. (see map in Attachment 1).

In January 2011, Staff issued a request for proposal for On-Call Engineering Services. Fifty-three proposals were received. Staff reviewed the proposals and developed a shortlist of fourteen firms for consideration on City projects over the next three years. Five firms were identified for water main and sewer main design services: AKM Consulting Engineers, Cannon, Psomas, Tetra Tech, Inc. and VA Consulting, Inc.

DISCUSSION:

The City solicited and received proposals from five firms to provide design services for the FY 2012-13 Gravity Sewer Main project. Staff reviewed and ranked the proposals as follows:

Rank	Firm	Proposed Fee	Staff Determination
1	VA Consulting, Inc.	\$64,982.	The proposal from VA Consulting, Inc. included all design elements, methods and expertise required for the project and was deemed the most effective proposal submitted for the project.
2	Psomas	\$55,453	Psomas did not propose to prepare plans at the level of detail deemed necessary by staff.
3	AKM Consulting Engineers	\$88,482	AKM’s proposed fee was deemed to be too high.
4	TetraTech-	\$49,539	TetraTech focused on trenchless technologies in lieu of the desired spot repair method.
5	Cannon	\$74,620	Cannon did not address all 38 locations in their proposal

VA Consulting was selected as the most appropriate firm in terms of comprehensive Scope of Work, prior experience, capability of staff, and proposed fee for this project. The final Not to Exceed cost proposal is \$64,982 which is appropriate for this type and magnitude of work.

Under the recommended agreement, VA Consulting, Inc. will analyze CCTV inspection data to identify the most cost effective repair, and will then prepare plans, specifications and estimates

to be used to solicit bids and award a construction contract to perform the work. Topographical survey base mapping and a geotechnical investigation is being performed under separate contracts and will be provided to VA Consulting for use on the project.

It is expected that plans and specifications will be complete and ready for bidding in August 2012 with construction commencing in October 2012.

Attachments:

- 1) Capital Improvement Plan Detail Sheet with Map
- 2) Recommended Agreement with VA Consulting, Inc.

xc: Henry Mitzner, Controller

**ATTACHMENT 1 – CIP Detail Sheet and Map
City of Manhattan Beach
2013-2017 Capital Improvement Plan**

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 th Street	Dianthus Street to Sepulveda Boulevard	2 spot repairs	1
Ardmore Avenue	S/O 11 th Street	1 spot repair	1
10 th Street	Dianthus Street to Sepulveda Boulevard	1 spot repair	1
Dianthus Street	3 rd Street to 6 th Street	1 spot repair	1
2 nd Street	Poinsettia Street To Anderson Street	1 spot repair	1
8 th Street	Poinsettia Street To Anderson Street	1 spot repair	1
8 th Street	Anderson Street to Dianthus Street	1 spot repair	1
9 th Street	Ardmore Avenue to Railroad Place	2 spot repairs	1
Boundary Place	Dianthus Street to Sepulveda Boulevard	1 spot repair	1
11 th Place	W/O Highview Avenue	1 spot repair	1
6 th Street	John Street to John Place	1 spot repair	1
1 st Street	E/O Ardmore Avenue	1 spot repair	1
Johnson Street	2 nd to 3 rd Streets	1 spot repair	2
3 rd Street	Johnson Street to Meadows Avenue	2 spot repairs	2
Rowell Avenue	Gates Avenue to Curtis Avenue	1 spot repair	2
8 th Street	W/O Johnson Street	1 spot repair	2
9 th Street	At Johnson Street	1 spot repair	2
Meadows Avenue	Curtis Avenue and Voorhees Avenue	1 spot repair	2
2 nd Street	Sepulveda Boulevard to Johnson Street	1 spot repair	2
8 th Street	E/O Johnson Street	1 spot repair	2
9 th 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 rd to 4 th Streets	1 spot repair	2
Johnson Street	4 th to 5 th Streets	1 spot repair	2
9 th Street	Rowell Avenue to Peck Avenue	1 spot repair	2
Tennyson Street	Chabella Drive to Prospect Avenue	1 spot repair	2
2 nd Street	Herrin Avenue to Redondo Avenue	Full replacement	3
Nelson Avenue	Peck Avenue to Herrin Street	2 spot repairs	3
Herrin Street	1 st Street to Gates Avenue	2 spot repairs	3
Aviation Boulevard	10 th Street to 11 th Street	1 spot repair	3
1 st 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.

ATTACHMENT 1 – CIP Detail Sheet and Map City of Manhattan Beach 2013-2017 Capital Improvement Plan

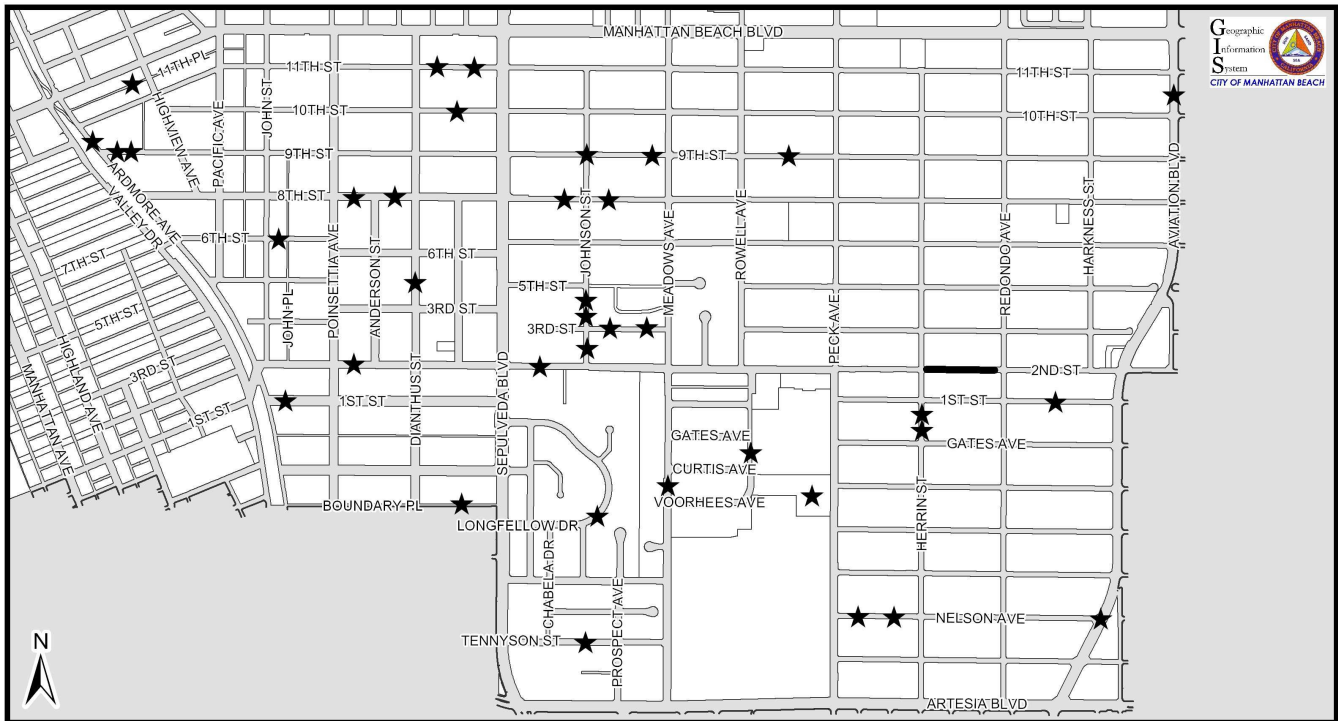
**Project Title: Rehabilitation of Gravity Sewer Mains FY 2012-13
Continued**

Project Cost Information:

Capital Costs:

<u>Funding Source(s)</u>	<u>Previous Approp'ns</u>	<u>FY2012-13</u>	<u>FY 2013-14</u>	<u>FY2014-15</u>	<u>FY2015-16</u>	<u>FY2016-17</u>	<u>TOTAL</u>
Sewer Fund	\$150,000	\$1,090,000					\$1,240,000
TOTAL	\$150,000	\$1,090,000					\$1,240,000

Location Map:



AGREEMENT

THIS AGREEMENT is made this _____ day of April, 2012 by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and VA Consulting, Inc., a California corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City desires to obtain design services for the Rehabilitation of Gravity Sewer Mains (FY 2012-2013), including 37 sewer spot repairs in the area bounded by Ardmore Avenue, Manhattan Beach Boulevard, Aviation Boulevard, and Artesia Boulevard, and sewer line replacement in 2nd Street from Herrin Street to Redondo Avenue.
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 Sixty-Four Thousand Nine Hundred Eighty-Two Dollars (\$64,982.00).

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:

VA Consulting, Inc.

6400 Oak Canyon, Suite 150

Irvine, CA 92618

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.

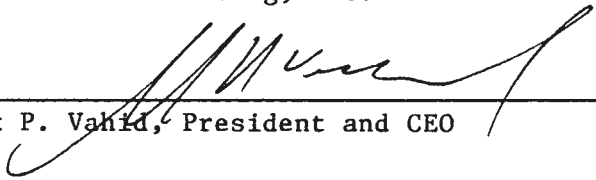
26. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, 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 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 VA Consulting, Inc.

By



Max P. Vahid, President and CEO

CITY OF MANHATTAN BEACH

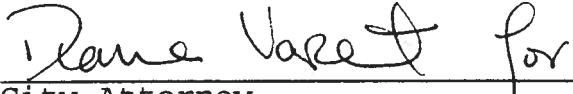
By

David N. Carmany, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



Rene Varet for
City Attorney



Public Works Approval

EXHIBIT A - Scope of Work

I. PROJECT UNDERSTANDING

The scope of work includes the rehabilitation of damaged sanitary sewer pipes in the following 37 locations, and the replacement of one reach, as identified by maintenance staff and CCTV of the City's southeast sewer system:

STREET	REACH	REPAIRS
1 st Street	Dianthus Street to Sepulveda Boulevard	2 spots
Ardmore Avenue	South of 11 th Street	1 spot
10 th Street	Dianthus Street to Sepulveda Boulevard	1 spot
Dianthus Street	3 rd Street to 6 th Street	1 spot
2 nd Street	Poinsettia Street To Anderson Street	1 spot
8 th Street	Poinsettia Street To Anderson Street	1 spot
8 th Street	Anderson Street to Dianthus Street	1 spot
9 th Street	Ardmore Avenue to Railroad Place	2 spots
Boundary Place	Dianthus Street to Sepulveda Boulevard	1 spot
11 th Place	West of Highview Avenue	1 spot
6 th Street	John Street to John Place	1 spot
1 st Street	East of Ardmore Avenue	1 spot
Johnson Street	2 nd to 3 rd Streets	1 spot
3 rd Street	Johnson Street to Meadows Avenue	2 spots
Rowell Avenue	Gates Avenue to Curtis Avenue	1 spot
8 th Street	West of Johnson Street	1 spot
9 th Street	At Johnson Street	1 spot
Meadows Avenue	Curtis Avenue and Voorhees Avenue	1 spot
2 nd Street	Sepulveda Boulevard to Johnson Street	1 spot
8 th Street	East of Johnson Street	1 spot
9 th Street	West of Meadows Avenue	1 spot
Longfellow Drive	East of Altura Way	1 spot
Shores Parking Lot	West of Peck Avenue	1 spot
Johnson Street	3 rd to 4 th Streets	1 spot
Johnson Street	4 th to 5 th Streets	1 spot
9 th Street	Rowell Avenue to Peck Avenue	1 spot
Tennyson Street	Chabella Drive to Prospect Avenue	1 spot
2 nd Street	Herrin Avenue to Redondo Avenue	755LF replace
Nelson Avenue	Peck Avenue to Herrin Street	2 spots
Herrin Street	1 st Street to Gates Avenue	2 spots
Aviation Boulevard	10 th Street to 11 th Street	1 spot
1 st Street	Redondo Avenue to Aviation Boulevard	1 spot
Nelson Avenue	Crossing Aviation Boulevard	1 spot

EXHIBIT A - Scope of Work Cont'd

PROJECT SCOPE OF WORK

TASK 1 - PROJECT MANAGEMENT/ADMINISTRATION/MEETINGS

VA will supervise, coordinate, monitor, and design improvements. VA will be responsible for the following:

- Maintain continuous communication with City staff.
- Provide a monthly Project Status Report.
- Ensure project delivery is on schedule and within budget.

VA will coordinate and facilitate regular meetings with City staff and utility companies, as required, to discuss the project's work progress, schedule, and related issues in order to exchange information, discuss and resolve issues, and to maintain progress of the project.

VA will attend a pre-design Kickoff meeting with City representatives to review the project in detail, and determine requirements and procedures for design, ongoing review, and coordination. In consultation with City staff, VA will determine relevant issues specific to the project, design standards, and funding limits. VA assumes a minimum of two additional progress meetings at the City offices during the performance of the work. In addition, VA will be available to participate in additional conference calls and communications during the course of the work with the City and other Project participants.

VA will prepare agendas and meeting minutes with an action item matrix and distribute to the City and other attendees, residents and businesses, as required.

TASK 2- RECORDS RESEARCH AND FIELD REVIEWS

VA will research and review base data documents including as-built improvement plans, utility information, utility connection points, and other available record data. Review available CCTV video inspection data for specified repair locations.

The project limits will be fully inspected in the field by VA with respect to the preparation of plans. VA will be proactive in field review efforts in order to minimize conflicts and change orders during construction.

TASK 3 - UTILITY COORDINATION

VA will diligently coordinate all work with utility companies prior to final design submittal. Coordination with the utilities companies will include the following items:

- Prepare an initial request for utility information such as atlas sheets, mapping, or as-built plans. Make a request to Dig Safe during the utility investigation phase, and field review the field markings to reconcile with plans received from the utility companies and City. A utility base map at each site will be developed based upon information received from the utility companies and the field markings.
- VA will photograph and catalog existing conditions at each of the work sites.
- Submit 50% plans for each project to the utility companies for review and comment. Plans will only be distributed to those utility companies with facilities within the immediate project areas.
- Maintain a contact log.

EXHIBIT A - Scope of Work Cont'd

TASK 4 - PLANS, SPECIFICATIONS AND ESTIMATE

4.1 PLANS

- **Title Sheet:** Title sheet will be based on City standard template, modified to reflect this project. In addition to the standard notes, prominently include information specifically related to project safety, existing site soils, and trench shoring in particular.
- **Location Map:** This sheet will show an overall view of the specified project area, with specific locations called out for reference to the Plan and Profile sheets.
- **Details:** This sheet will include typical detail information as appropriate
- **Plan and Profiles:** Each specific repair location will be shown on Plan and Profile. Plan views will be limited to topographical and utility information within a 25' radius of proposed spot repair locations. Repair locations will be numbered and referenced to the Location Map. It is anticipated that typically three (3) repair locations will be shown on a plan sheet. Plan view will extend the full length of 2nd Street from Herrin Avenue to Redondo Avenue, plus an additional 50' minimum, or as needed to adequately represent construction requirements, including bypass pumping if needed.
- **Traffic Control:** This sheet will include typical traffic control details in accordance with the current California Manual of Uniform Traffic Control Devices (Ca MUTCD), and any special details where appropriate. The plans will include hours of operation as specified by the City.
- **Stormwater Pollution Control Best Management Practices:** VA will include typical details and notes related to implementation of Best Management Practices for the control of stormwater pollution, in accordance with the City National Pollutant Discharge Elimination System (NPDES) permit. Plans must be approved by a Qualified SWPPP Developer (QSP).

Plans will be submitted in AutoCAD compatible format, with line types, fonts, line styles, layers, and colors as specified by the City. Topographic data will be referenced or imported and shown in "Model Space", with bearings and reference in conformance with the existing Geographic Information System (GIS) database, and all elevations set to "0". Text will be Romans type, suitable for printing at a scale of 1"=20'.

Plan sheets will be prepared in "Paper Space" with viewports reflecting relevant Model Space information. Details may be drawn in Model Space or Paper Space as may be relevant.

4.2 SPECIFICATIONS

In addition to the standard boilerplate specifications, the specifications will include the following:

- **Technical Provisions:** These sections will denote specific technical requirements in regards to construction constraints and operating requirements, materials, safety (including trench shoring), traffic control, testing, pumping, and stormwater pollution controls.
- **Bid Item Descriptions:** The Bid items will completely describe each bid item and the work and materials included therein. Include descriptions of incidental work items as appropriate.

Where applicable, the Specifications will be based on the American Public Works Association Standard Plans and Specifications for Public Works Construction (APWA Greenbook), the Caltrans Standard Plans and Specifications, or the California MUTCD.

4.3 ESTIMATE

The Engineer's Estimate of Probable Construction Costs will reflect the best estimate of project construction costs, based on recent available bid information. The Estimate will include all information listed by number, bid item description, bid unit, unit cost, item total cost, and total construction cost.

EXHIBIT A - Scope of Work Cont'd

4.4 SUBMITTALS

Plans, Specifications and Estimates will be submitted in various stages of completion for discussion and review by City staff.

The 50% complete PS&E will include the Title Sheet, Location Map, applicable details, and Draft Plan and Profiles. Finalized repair drawings need not be completed at this time, but VA will be prepared to discuss each repair location and propose one or more repair solutions. Repair should be determined based on ease of installation, safety, longevity, performance, impact to the public during construction, and cost. VA will consider previous successful repair projects in determination of repair methods. Specifications will include the draft base boilerplate specifications only; technical provisions and bid item descriptions are not required. Approximate cost estimates of the various proposed repair methods will be presented for discussion and consideration.

The 90% complete PS&E will include the finished draft version of the final PS&E, less specific project details that may be required for consideration and determination by the City.

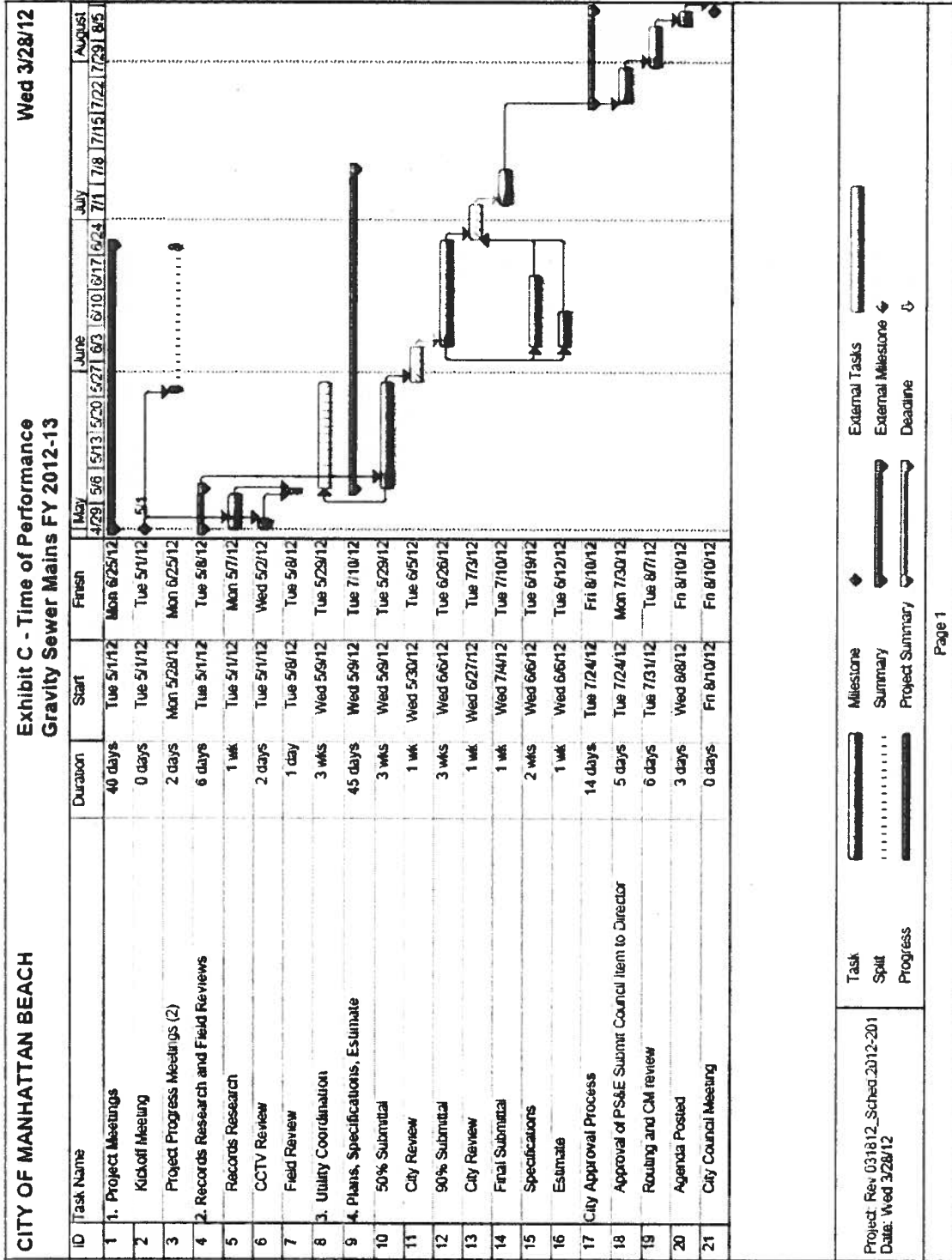
All final documents will be submitted in printed and digital format in accordance with City standards. Plans will be 24"x36" sheets printed on mylar and signed by the responsible engineer in charge. Plan digital files will be submitted in AutoCAD compatible format, version as specified. Specifications will be printed on 8.5"x11" bond sheets, and signed by VA's Project Manager. Specification digital file will be Microsoft Word compatible, version as specified. Estimate will be printed on 8.5"x11" bond sheet. Estimate digital file will be Microsoft Excel compatible, version as specified.

Exhibit B - Compensation

Tasks	Description	Billing Rates						VA Labor	
		Principle QA/QC \$190	Project Manager \$163	Senior Engineers \$132	Staff Engr/CAOD \$100	Clerical \$69	Hours	Fees	
1. Project Management/Administration/Meetings									
1.1	Kickoff Meeting	4	4				8	\$1,412	
1.2	Progress Meetings (2)		8				8	\$1,304	
1.3	Project Management	4	8				12	\$2,064	
	Subtotal Task 1	8	20	0	0	0	28	\$4,780	
2. Records Research and Field Reviews									
2.1	Records Research			8	12		20	\$2,256	
2.2	CCTV Review		2	8	12		22	\$2,582	
2.3	Field Review			8			8	\$1,056	
	Subtotal Task 2	0	2	24	24	0	50	\$5,894	
3. Utility Coordination									
3.1	Utility Coordination		4	16	24		44	\$5,164	
	Subtotal Task 3	0	4	16	24	0	44	\$5,164	
4. Plans, Specifications, Estimate									
4.1	Plans (21 sheets)								
a.	50% Submittal	2	16	40	80		138	\$16,268	
b.	90% Submittal	2	12	40	40		94	\$11,616	
c.	Final Submittal	2	12	24	32		70	\$8,704	
4.2	Specifications		8	16	24	8	56	\$6,368	
4.3	Estimate	2	4	8	16		30	\$3,688	
	Subtotal Task 4	8	52	128	192	8	388	\$46,644	
							Reimbursables		
TOTAL HOURS		16	78	168	240	8	510		
TOTAL FEES		\$3,040	\$12,714	\$22,176	\$24,000	\$552		\$64,982	

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Exhibit C - Time of Performance



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