



Staff Report

City of Manhattan Beach

TO: Honorable Mayor Powell and Members of the City Council

THROUGH: David N. Carmany, City Manager

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

DATE: June 5, 2012

SUBJECT: Professional Services Agreement with VA Consulting, Inc. (\$62,971) for Design Services related to the Ardmore Avenue (Boundary Place to Manhattan Beach Boulevard), Valley Drive (2nd Street to Longfellow Avenue) and 11th Place (Ardmore Avenue to Highview Avenue) Street Resurfacing 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 \$62,971 for professional engineering services to design the Ardmore Avenue (Boundary Place to Manhattan Beach Boulevard), Valley Drive (2nd Street to Longfellow Avenue) and 11th Place (Ardmore Avenue to Highview Avenue) Street Resurfacing 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 Appropriation from Fiscal Year 2011-12 CIP Street Resurfacing Project: Ardmore and Valley <i>Project No. 12831E</i>	\$700,000
FY2012-13 appropriation as indicated in the adopted Fiscal Year 2012-13 through 2016-17 CIP. (available July 1, 2012)	\$200,000
Total	\$900,000

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

Table 2 Estimated Costs	
Current Appropriation from Fiscal Year 2011-12 CIP Street Resurfacing Project: Ardmore and Valley <i>Project No.</i> <i>12831E</i>	\$900,000
Project Management Costs - Sunbeam Consulting	\$17,718
Geotechnical Agreement Kling Consulting Group, Inc.	\$7,720
Topographic Survey Agreement KDM Meridian	\$31,515
Recommended Design Agreement with VA Consulting, Inc	\$62,971
Total Estimated Design Expenses	\$119,924
Balance Available for Construction	\$780,076

BACKGROUND:

Ardmore Avenue, from Manhattan Beach Boulevard to Boundary Place, Valley Drive from 2nd Street to Longfellow Avenue and 11th Place from Ardmore Avenue to Highview Avenue are deteriorated and rehabilitation of the pavement is required (see map, Attachment 1). Ardmore Avenue suffers from pavement deterioration due to poor drainage characteristics. Valley Drive pavement appears to suffer from load-related distresses and 11th Place suffers from age-related deterioration. The fiscal year 2011-12 and 2012-13 CIPs include funding to rehabilitate the existing pavement surface and to improve drainage.

On July 5th 2011, staff made a presentation to City Council regarding paving techniques and alternatives available to reduce environmental impacts of pavements and paving processes. Warm-Mix Asphalt Concrete is an alternative being used in increasing amounts statewide. Warm-Mix Asphalt Concrete is produced and placed at lower temperatures, which reduces heating energy required, material smoking during placement and worker heat exposure. Staff recommended the use of Warm-Mix Asphalt Concrete on 11th Place as a test location such that performance can be monitored in a low-risk location.

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 street and transportation design services: Bureau Veritas, Plotnik & Associates, Psomas, RBF Consulting and VA Consulting, Inc.

DISCUSSION:

The project will include pavement mill and overlay throughout the project limits with some localized full-depth pavement removal and replacement. Drainage improvements will be

provided to eliminate standing water in the Ardmore Avenue at 11th Place intersection and to control nuisance run-off that has damaged pavement at several locations on Ardmore Avenue.

The City solicited proposals from the five shortlisted firms to provide design services for the Ardmore Avenue, Valley Drive and 11th Place resurfacing project. Staff reviewed and ranked the proposals as follows:

Rank	Firm	Proposed Fee	Staff Determination
1	VA Consulting, Inc.	\$62,971	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	Bureau Veritas	\$62,720	
3	Plotnik & Associates	\$76,830	
4	RBF Consulting	\$108,618	
5	Psomas		Did not submit a 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. Although, the fee proposed by VA Consulting Inc. is slightly higher than the number two ranked proposal, the hourly rates proposed by VA Consulting, Inc. are lower and more engineering hours of service are provided through their proposal. The final Not to Exceed cost proposal is \$62,971 which is appropriate for this type and magnitude of work.

Under the recommended agreement, VA Consulting, Inc. will 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 was 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 October 2012 with construction commencing in January 2013.

Attachments:

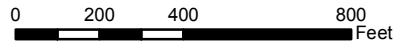
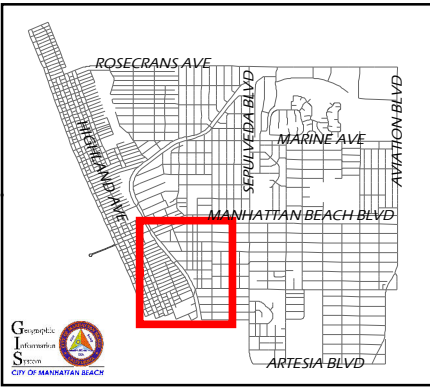
- 1) Map
- 2) Recommended Agreement with VA Consulting, Inc.

xc: Henry Mitzner, Controller

STREET RESURFACING PROJECT ARDMORE AVE, VALLEY DR & 11TH PL

CITY OF MANHATTAN BEACH

May 23, 2012



AGREEMENT

THIS AGREEMENT is made this _____ day of June, 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 seeks to obtain services necessary to design the rehabilitation of pavement on Ardmore Avenue from Manhattan Beach Boulevard to Boundary Place, Valley Drive from 2nd Street to Longfellow Avenue and 11th Place from Ardmore Avenue to Highview Avenue and to resolve localized drainage characteristics that cause ponding and accelerated pavement deterioration.
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-two Thousand Nine Hundred Seventy-One Dollars (\$62,971.00) based on the hourly rates **as set forth in Exhibit B.**

3.2 Payment. For work under this Agreement, payment shall be made per monthly invoice. CITY shall make payments to CONSULTANT under the terms provided for in Exhibit B (in the amount not to exceed that set forth for each task based on the hourly rates therein), provided that satisfactory progress toward task completion is being made and sufficient amounts remain unpaid to complete services left undone at the time of the progress billing. In no event shall the final twenty (20) percent of the not-to-exceed amount be paid to CONSULTANT prior to CITY's receipt and approval of final design documents. For extra work not a part of this Agreement, written authorization by CITY will be required.

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

By



Max P. Vahid, President and CEO

CITY OF MANHATTAN BEACH

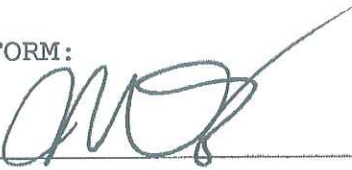
By

David N. Carmany, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Public Works Approval

EXHIBIT A - Scope of Work

I. PERCEPTION AND APPROACH

PROJECT UNDERSTANDING

The City of Manhattan Beach (City) is seeking an engineering consultant as part of on-call professional services agreement to prepare Plans, Specifications, and Estimates (PS&E) for rehabilitation/resurfacing of the following existing streets:

- Ardmore Avenue, from Manhattan Beach Blvd. To Boundary Place (approximately 3,800');
- Valley Drive, from 2nd Street to Longfellow Drive (approximately 1,000'); and
- 11th Place, from Ardmore Drive to Highview Avenue (approximately 650').

The scope of improvements include pavement rehabilitation by full width milling and overlay with Asphalt Rubber Hot Mix (ARHM) and utilizing Warm Mix Asphalt on 11th Place as an evaluation test section. In addition, design may include installation of catch basins or infiltration devices to eliminate ponding and cross street drainage that occurs during the rain events along Ardmore Avenue, specifically near the intersection of Ardmore Avenue and Manhattan Beach Blvd. It is our understanding that the design and construction budget for this project is \$700,000 which will be funded by Gas Tax and MTA STP-L funds.

VA Consulting, Inc. (VA) has visited the project site to assess the existing conditions and become familiarized with the anticipated key issues. Ardmore Avenue and Valley Drive are classified as Residential Collector and are north-south roadways with a wide landscaped median separating them. Ardmore Avenue and Valley Drive are two-way streets with one lane in each direction, south of 1st Street. Ardmore Avenue and Valley Drive are one-way streets with two lanes, north of 1st Street with on-street parking typically allowed on one side of the street except on Wednesdays, between 8 to 9 am, for street sweeping. The adjacent developments are mostly residential with commercial/retail buildings at intersection corners with Manhattan Beach Blvd. There is a Robinson Elementary School within the southern limit of the project near the boundary with City of Hermosa Beach. The major intersection with Manhattan Beach Blvd. is the only signalized intersection within the project limits. The intersections with other side streets within the project are two-way and four ways stop controls. The posted speed limit varies from 25 mph to 35 mph. There are existing storm drain lines with catch basins and laterals, street lights attached to power poles and underground utilities within the streets R/W including water and sewer lines. The existing pavement appears to be in poor to moderate condition with longitudinal and lateral cracking that will require rehabilitation.

The 11th Place is an alley type street, located between 11th Street and Manhattan Beach Blvd. The westerly portion of the alley from intersection with Ardmore Avenue to approximately 120' easterly has PCC pavement which is in good condition. The rest of the alley to Highview Avenue has AC pavement which is distressed with severe cracking and is in poor condition. There is a short reach of PCC gutter along center of the alley at the join with the concrete pavement.

The main project goal is pavement rehabilitation/resurfacing of the above mentioned streets and some local repairs to damaged curb and gutter, cross gutters and sidewalks. The project also includes providing a drainage solution to ponding areas near Manhattan Beach Blvd. that creating safety and maintenance issues. We will analyze feasibility of installation of catch basins and lateral storm drain for connection to the existing storm drain by gravity flow. Other option is to provide devices such as dry wells in the median landscape areas or catch basins with open bottoms filled with gravel and connect storm drain laterals to these infiltration devices.

The project does not include traffic signal upgrades or street widening. It is our understanding that preparation of topographic survey and geotechnical report will be prepared by others. We also understand that preparation of environmental studies to obtain environmental clearances and

EXHIBIT A - Scope of Work Cont'd

preparation of traffic control plans are not required as part of scope for this project. As stated in the RFP, City anticipates that this project will be categorically exempt. The proposed street rehabilitation work can be considered maintenance activities. As such, the project would not require the preparation of a Standard Urban Stormwater Mitigation Plan (SUSMP) or require the implementation of post-project's BMP. Typical details and notes will be provided on the plans and/or specifications for implementation of SWPPP, erosion control and traffic control measures by the contractor during construction.

Based on the City's objectives identified in the RFP, the selected Consultant will provide design services in the following two phases:

- Phase 1 – Preliminary Engineering, and
- Phase 2 – Final Engineering, 50%, 90% and 100% Level Completion.

PROJECT KEY ISSUES

Understanding and managing the key issues associated with the project will be critical to the success of this design assignment. We have visited the project site and reviewed the materials provided with the RFP to familiarize ourselves with the existing improvements and project implementation issues. We have identified the following issues that will need special attention with this project.

- **Base Map Preparation and Site Field Investigation** – VA will incorporate available survey topographic maps, existing City "as-built" plans, current assessor parcel maps and right of way maps, and utility agency information into an accurate base map for the project. VA will perform a field walk to verify as-built plans, locate structures and visible utility appurtenances, and create an appropriate base map for use in design of the roadway rehabilitation improvements. In addition, field walks with City staff will be scheduled to ensure detailed depiction on the plans and specifications of existing conditions and work requirements.
- **Utility Research and Coordination** - Thorough background research and investigation and coordination with utility agencies is critical for a successful project. One benefit to the City is that our office subscribes to a comprehensive utility locator database for most utility agencies in southern California, providing contacts at each for sending and tracking notices. VA, on behalf of the City, will notify utility agencies early in the design process and continue coordination throughout the duration of design in accordance with the City's utility coordination procedures. As part of this coordination, VA will inquire about any ongoing or planned new construction by utility companies and notify them of City moratorium, if any, against open cuts of newly constructed projects after roadway improvements. VA's experts in utility coordination will work to make sure any potential relocation and/or adjustments of the affected utility appurtenances are accomplished on schedule in order to accommodate the project improvements.
- **Drainage Design** – It is important to maintain the existing drainage characteristic to make sure the existing flow lines and drainage patterns will be preserved or improved. The project includes providing a drainage solution to ponding areas near Manhattan Beach Blvd. that creating safety and maintenance issues. According to RFP, pavement deterioration has been escalated due to dry weather drainage sheeting across the roadway. Options that will be considered by VA will include feasibility of installation of catch basins and lateral storm drains for connection to the existing storm drain by gravity flow. Other options are infiltration devices such as catch basins with open bottoms filled with gravel, dry wells or perforated CSP or HDPE pipes surrounded by a gravel gallery in the median landscape areas. A hydrology study will be performed to size the drainage structures to handle the nuisance and design flows. Drainage alternatives will consider impacts to the bicyclists at these locations.

EXHIBIT A - Scope of Work Cont'd

- **Traffic Safety and Construction Impacts to Residents and Businesses Owners** – Due to the volume of traffic and adjacent residential, school and commercial areas, it will be critical to minimize construction impacts. VA will identify traffic control implementation measures in the specifications to closely monitor the contractor's work and progress to ensure compliance with any mitigation measures and schedule constraints. The specifications will address circulation and access during construction. VA will include provisions that will require the contractor to maintain safe pedestrian access at all times during construction. Specific items that VA will address in the specifications will include, but are not limited to working hours, temporary lane closure hours and restrictions, identification of traffic control standards, emergency vehicle access, trash collection, and maintaining access to local residents and businesses.
- **Maintaining Project Schedule and Budget** – VA has successfully completed several similar projects on schedule and within budget. VA will immediately begin the initial data collection and background research tasks for this project as soon as the notice to proceed is obtained. We will closely monitor our surveyors and the geotechnical consultant progress with field data collection, allowing the VA team to make adjustments to stay on schedule if necessary.

EXHIBIT A – Scope of Work Cont'd

II. METHODOLOGY

WORK PLAN

Discussed below is a description of each task of the proposed VA work plan to successfully complete preparation of PS&E for this Project. VA has visited the project site to assess existing conditions and become familiarized with the anticipated key issues.

Preliminary Engineering

Task 1 - Background Research and Data Collection

Following the notice to proceed, VA will schedule and attend a Kick-Off Meeting with City Staff to initiate the Project; establish lines of communication; review and refine, if needed, the project scope of work and schedule; establish design guidelines; discuss project parameters and constraints; and obtain background information. VA will research and obtain from the City, County of Los Angeles and utility companies available as-built street and storm drain improvements record, utility plans, geotechnical reports, topographic survey and record survey drawings for the project.

Task 2 – Field Review

VA Team will perform a field walk with sketchbook and digital camera to verify and identify noteworthy features of the existing improvements. These features will include visible utilities, damaged curb, gutter, curb ramps and sidewalk, traffic control and storm drain devices.

VA will determine and mark on the plans limits of reconstruction, visible deficiencies such as local drainage problems and ponding areas, damages to the existing curb, gutter and sidewalk as well as joins with existing improvements. VA will meet with City staff to review and confirm the proposed pavement rehabilitation improvements.

Task 3 – Utility Research and Coordination

VA will identify public utilities within the project limits and obtain available plans of existing utility facilities. VA will coordinate all work with the respective utility companies to verify ownership, location and depth of facilities, and any ongoing or planned new construction by utility companies. VA will notify and distribute plans to affected utility companies. VA will compile accurate records of contacts and correspondence with utilities in a utility contact matrix and submit the "Utility File" to the City.

Plans, Specifications and Estimate (PS&E)

Task 4 – Roadway Construction Plan Preparation

Following completion of background research, base mapping, and field review, roadway construction plans will be prepared in "Plan and Profile" format at 1" = 20' and 1" = 2' or 4' vertical scales for the required improvements. The layout plans will include pavement grinding and overlay, adjust manholes to grade, utility information and required repairs to gutters, curbs, sidewalks and driveways. Roadway construction plans will be prepared in CADD, under the City's logo, in accordance with City format and design standards. VA will maintain current editions of the design reference publications as applicable to the project.

Project PS&E will include a single plan set incorporating a title sheet that will provide vicinity and key maps and index to drawings. Sheet 2 will show all construction and general notes, construction symbols, plan references, etc. in standard City format. Sheet 3 will show all the roadway typical sections and other details that apply to several locations in the project. Individual plan sheets will include all topographic information, prominent

EXHIBIT A - Scope of Work Cont'd

features and proposed improvements. Cross sections will be plotted using a 1" = 1' vertical and a 1" = 10' horizontal scale at every 25 foot or 50' intervals for review by the City(not part of construction plans) and will depict proposed and existing elevations and cross slopes. Design cross sections will be submitted with the first plan check. The roadway plans will be submitted at 50%, 90% and 100% completion.

Plans also shall indicate removal/replacement of damaged curbs, gutters, sidewalks, access ramps, driveways, cross gutters, if required. Each sheet will contain a north arrow, scale, match lines with station and sheet reference, plan and profile construction notes for all improvements on the sheet. Profile will show centerline and existing tops of curb or edge of pavement elevations with corresponding station and slope of curb between each grade break.

Task 5 - Storm Drain Analyses and Design

VA will prepare a rough on-site hydrology and hydraulic analyses for local areas, catch basins and street capacity to confirm the size of drainage and infiltration devices. VA will prepare storm drain plan, profiles and details that will be incorporated into the project plan set.

Task 6 - Signing and Striping and Signal Loops Plans

VA will prepare signing and striping plans for implementation of the project improvements, using AutoCAD, at 1" = 40' scale, "double stacked" with two horizontal layout strips placed on each plan, in accordance with City standards. The signing and striping plans will show removal of any existing striping and pavement markings conflicting with or not obliterated by the new rehabilitated pavement, and re-installation of striping, pavement markings, and traffic signs. The traffic sign work will be based on an inventory of existing signs and an assessment of any new project signage requirements. Where appropriate, existing signs within the project limits may be upgraded to meet current California Manual on Uniform Traffic Control (CA MUTCD) requirements.

The signing and striping plans will also include the restoration of traffic signal loops destroyed by implementation of the street rehabilitation improvements at intersection with Manhattan Beach Blvd. which is signalized. The plans will show replacement loops being spliced to existing detector lead-in cable (DLC) at adjacent pull boxes.

Task 7 - Specifications

VA will prepare project specifications and bid documents for the project based on City supplied boilerplate provided in Microsoft Word format. VA will compile, sign, and ready the Project Specifications for bidding. The technical provisions are to be based on the latest edition of the Greenbook for roadway improvements and Caltrans Standard Specifications for striping and signing improvements.

The specifications will address traffic control implementation measures, circulation and access during construction. VA will include provisions that will require the contractor to maintain safe pedestrian access at all times during construction. Specific items that VA will address in the specifications will include, but are not limited to working hours, temporary lane closure hours and restrictions, identification of traffic control standards, emergency vehicle access, trash collection, and maintaining access to local residents and businesses. Typical details and notes will be provided in the plans and/or specifications for implementation of SWPPP and erosion control measures by the contractor during construction. VA will submit contract specifications at the 50%, 90%, and Final Plan stages.

EXHIBIT A - Scope of Work Cont'd

Task 8 - Quantities and Engineer's Opinion of Probable Construction Costs

VA will complete quantities of materials for the proposed work including but not limited to: itemizing all removals, relocations, earthwork, asphalt concrete paving, concrete sidewalk, curb and gutter, driveway approaches, adjusting manholes and utility covers (if necessary), painting of pavement legends and striping, signs, and project signs. The estimated quantities will be arranged in chronological order of construction and will provide all information needed to prepare the Engineer's Opinion of Probable Costs.

VA will compare the estimated construction cost for the 50% and 90% submittals to the available budget. If the estimated costs exceed budget, VA will provide recommendations for costs reduction. VA will submit quantities and opinions of cost at 50%, 90%, and Final Plan stages, calculated and listed by plan sheet, for review by the City.

Task 9 - Project Document Submittals

VA will prepare final (100%) construction drawings that will incorporate all 50% and 90% review comments from City and other agencies/utilities. VA will submit the final plans, specifications, cost estimate and bid documents in hard copy and electronic formats according to the requirements of the RFP. The bid documents will include final bid specifications incorporating all required forms and technical specifications. The plan submittals for each project will comply with City requirements as stated in RFP:

- First Submittal: 50% complete plans with plan and profile, cross sections, specifications outline and boilerplate and preliminary estimate;
- Second Submittal: 90% complete plans including drainage design solution, specifications, and estimate; and
- Final Submittal: Original mylar plans, specifications, final quantities and estimate, and other related documents in hard copy and electronic format.

Task 10 - Project Management, Meetings, Coordination and QA/QC

Throughout the duration of the project, VA will communicate with the City other agencies, as necessary. At the kick off meeting, the critical design issues, scope, budget limitations, and pavement strategies will be discussed and approved. Meetings will be held with City's staff during progress of 50%, 90% and 100% design completion. VA will prepare and distribute minutes of the meetings within one week after the meetings. VA will update the project schedule on a monthly basis. A comprehensive quality control plan will be developed specifically for this project as discussed later in this proposal.

PROJECT CONTROL PROCESSES

Project control will be established and maintained by the use of good communication, project management software (Deltek Vision, Microsoft Office Suite, etc.), internet based tools and accurate documentation. We understand that meeting submittal deadlines and schedules is critical to the successful implementation of projects. Our commitment and success in meeting project deadlines is reflected in VA's repeat business rate of over 75%. VA's methodology in monitoring and controlling projects is provided below.

Schedules

At the beginning of the project, VA will prepare a detailed project Work Breakdown Structure (WBS) that describes all of the work tasks necessary to complete the project. A Master Project Schedule will be prepared following the WBS showing the relationship between tasks and the expected start date and duration for each item. This schedule will serve as the guide to conducting and monitoring the progress of the work. VA will meet all agreed-upon deadlines.

EXHIBIT A - Scope of Work Cont'd

Cost Control System

VA believes that controlling costs is ultimately dependent upon two major factors: (1) executing the work efficiently as described in the Scope of Work; and (2) identifying potential variables early. Cost control will be managed by the Project Manager. VA has a computerized accounting system which maintains detailed records by individual and activity, and allows tasks to be monitored against established budgets. The Project Manager receives regular reports to track project status. The system is totally integrated and easily audited. Supporting data can be provided to the City in any format required.

Quality Control Program

A comprehensive quality control plan will be developed specifically for this project after the Notice to Proceed. The quality control plan will emphasize the need to clearly define requirements and standards, and the need to independently check all work by VA Team before it is issued to the City or other reviewing agencies. An independent senior manager from VA will oversee the quality control program and will audit the quality activities to see that all checks are completed properly. VA's quality control program will ensure that the project documents:

- Conform with the contract documents and scope of work;
- Are neat, well organized, clear, concise, and complete;
- Are technically and grammatically correct;
- Comply with generally accepted standards of engineering and applicable laws;
- Are signed, dated, and stamped as required; and
- Are consistent with other related plans.

Sustainable Design Practices

VA is committed to sustainable design, making it a core part of our professional practice by providing an environmentally sensitive solution to our client's projects. VA is a member of the U. S. Green Building Council and has four (4) LEED Accredited Professionals on staff. VA has designed innovative pavement recycling projects, leading storm water management projects catching first flush storm runoff and dry weather nuisance flows with water quality wetlands, and recharging groundwater through catching all storm water in infiltration basins. Recognizing environmental impacts, we create mitigating designs at each stage of the project that will reduce the negative impact without substantially increasing the bottom line. VA supports sustainable design practices through the following services:

- Use recycled content materials or salvaged materials for pavement value engineering alternatives;
- Prepare Best Management Practices (BMP);
- Provide Low Impact Design hydrology and hydraulic (LID);
- Prepare Storm Water Prevention Pollution Plans (SWPPP);
- Prepare Standard Urban Storm Water Mitigation Plans (SUSMP);
- Prepare site design to meet public access requirements and maximize open space;
- Prepare design for alternative transportation and parking facilities; and
- Optimize energy performance.

Exhibit B - Compensation

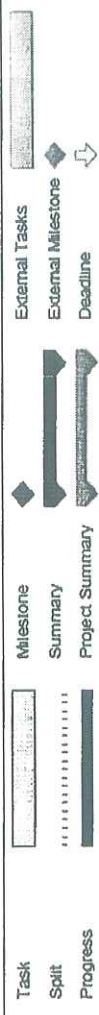
ESTIMATED FEES & EXPENSES

Tasks	Description	No. of days	PR/PM hrs	PE hrs	DE hrs	CADD hrs	CLERICAL hrs	2MC hrs	VA		Expenses	Total		
									Ingr.	Fees		hrs	Fees	
Preliminary Engineering														
1	Background Research and Data Collection		2	4	4					10	\$1,200	\$18	10	\$1,218
2	Field Review			6	6					12	\$1,350	\$20	12	\$1,370
3	Utility Investigation and Coordination		4	12	16					32	\$3,720	\$56	32	\$3,776
Plans, Specifications and Estimate (PS&E)														
Construction Documents:														
4.1	Title Sheet, Typical Sections, Details and Notes	2	2	8	10	12				32	\$3,210	\$48	32	\$3,258
4.2	Roadway Plan and Profile (1"=20')	12	12	40	96	100				248	\$24,180	\$363	248	\$24,543
4.3	Cross Sections	10	4	8	16	8				36	\$3,840	\$58	36	\$3,898
5	Storm Drain Analyses and Design	1	4	16	24					44	\$5,040	\$76	44	\$5,116
6	Signing/Striping and Signal Loops (1"=40')	2	8	24						32	\$4,080	\$61	32	\$4,141
7	Specifications		6	20	8		2			36	\$4,260	\$64	36	\$4,324
8	Quantities and Cost Estimates		2	4	12					18	\$2,040	\$31	18	\$2,071
9	Project Document Submittals		6	12	12					30	\$3,600	\$54	30	\$3,654
10	Project Management, Meetings, Coordination and QA/QC		24	16						40	\$5,520	\$83	40	\$5,603
TOTAL HOURS			74	170	204	120	2	0	570				670	
TOTAL FEES			\$11,100	\$20,400	\$21,420	\$9,000	\$120	\$0			\$62,040	\$931		\$62,971
			Rate: (\$/hr)	\$150	\$120	\$105	\$75	\$60	\$190					

Exhibit C - Time of Performance

**ENGINEERING SERVICES FOR STREET RESURFACING PROJECT
 ARDMORE AVENUE, VALLEY DRIVE, AND 11th PLACE
 CITY OF MANHATTAN BEACH
 PROJECT SCHEDULE**

ID	Task Name	Duration	Start	Finish	June	July	AUGUST	September
1	Preliminary Engineering & Coordination	52 days	Mon 6/11/12	Tue 8/21/12	5/27 5/31 6/4 6/11 6/18 6/24 7/1 7/8 7/15 7/22 7/29 8/5 8/12 8/19 8/26 9/2 9/9 9/16			
2	Project Kick-Off	1 day	Mon 6/11/12	Mon 6/11/12	6/11			
3	Background Research & Data Collection	6 days	Tue 6/12/12	Tue 6/19/12				
4	Field Engineering	5 days	Wed 6/20/12	Tue 6/26/12				
5	Utility Investigations and Coordination	41 days	Tue 6/26/12	Tue 8/21/12				
6	Plans, Specification, and Estimate (PSE)	61 days	Tue 6/26/12	Tue 9/18/12				
7	50% Plans, Specifications & Estimates	16 days	Tue 6/26/12	Tue 7/17/12				
8	Agency Review	11 days	Tue 7/17/12	Tue 7/31/12				
9	90% Plans, Specifications & Estimates	16 days	Tue 7/31/12	Tue 8/21/12				
10	Agency Review	11 days	Tue 8/21/12	Tue 9/4/12				
11	Final Plans, Specifications & Estimates	11 days	Tue 9/4/12	Tue 9/18/12				



Task Split Progress
 Milestone Summary Project Summary
 External Tasks External Milestone Deadline
 VA Consulting, Inc.
 Dates: Fri, 2/17/12
 Rev: May 11, 2012
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