

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated June 1, 2022, (“Effective Date”) and is between the City of Manhattan Beach, a California municipal corporation (“City”) and SA Associates, a California Corporation (“Consultant”). City and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

RECITALS

- A. City desires to utilize the services of Consultant as an independent contractor to provide Project Management On-Call services.
- B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.
- C. City desires to retain Consultant and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. **Consultant’s Services.**

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the “Services”) attached as **Exhibit A**, to provide qualified project managers on an on-call basis for project management services for various CIP projects in the City when the workload need arises. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the “City Representative”). For the purposes of this Agreement, the Consultant Representative shall be Shahnawaz Ahmad, President (the “Consultant Representative”). The Consultant Representative shall directly manage Consultant’s Services under this Agreement. Consultant shall not change the Consultant Representative without City’s prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

Approved for Use 3/1/2021

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

H. Prevailing Wages. This Agreement calls for services that may, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works", Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit C** hereto.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through December 31, 2023, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$49,926.00 (the "Maximum Compensation") for such Services.

B. Expenses. City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit B**. In no event shall reimbursable expenses collectively exceed the total sum of \$0.00.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, or reimburse for any expenses not set forth in **Exhibit B**, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services or expenses in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Any additional expense authorized by the City Council or (where

authorized) the City Manager shall be reimbursed in the amounts authorized by the City Council or City Manager. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Invoices must be submitted to Katherine Doherty City Engineer, kdoherly@manhattanbeach.gov, 3621 Bell Ave, Manhattan Beach, CA 90266, Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. The Parties acknowledge that the City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to the City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code section 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 ("PERS"), as amended. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause the City to be in violation of the applicable retirement laws and regulations.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other

information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall

incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities. Other than in the performance of design professional services, to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence or breach of the provisions of this Agreement, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

1) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

2) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

C. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

D. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City,

or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall

constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant’s and City’s regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

TO CITY:

City of Manhattan Beach
Attn: Katherine Doherty
Public Works Department
3621 Bell Avenue
Manhattan Beach, California 90266

TO CONSULTANT:

SA Associates
Attn: Shahnawaz Ahmad
1130 West Huntington Drive, Unit 12
Arcadia, California 91007

COPY TO CITY ATTORNEY:

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

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of

its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate

sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A, B and C constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred

in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

SA Associates, a
California Corporation

DocuSigned by:
Bruce Moe 6/20/2022
D1A13C58864A441...
By: _____
Name: Bruce Moe
Title: City Manager

DocuSigned by:
SHAHNAWAZ AHMAD 6/23/2022
9A08742A8ECC4E9...
By: _____
Name: Shahnawaz Ahmad
Title: President / Secretary

ATTEST:

By: _____
Name: _____
Title: _____

DocuSigned by:
Liza Tamura 6/20/2022
419D03531A324A7...
By: _____
Name: Liza Tamura
Title: City Clerk

**PROOF OF AUTHORITY TO BIND
CONTRACTING PARTY REQUIRED**

APPROVED AS TO FORM:

DocuSigned by:
Quinn Barrow 6/20/2022
96FA866DAA974E9...
By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
Steve S. Charelian, Finance Director
3F6B0BF61687487...
By: _____
Name: Steve S. Charelian
Title: Finance Director

APPROVED AS TO CONTENT:

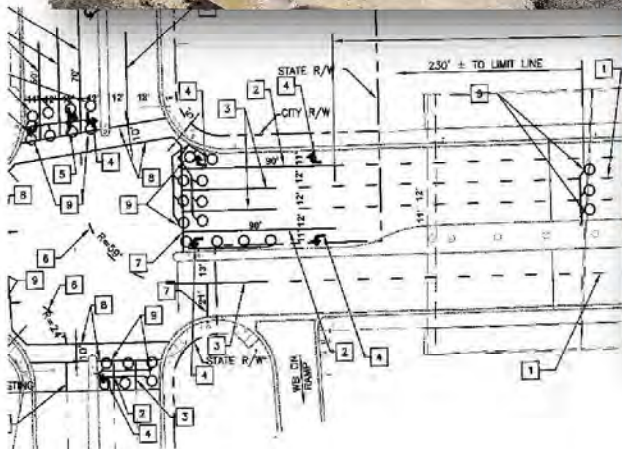
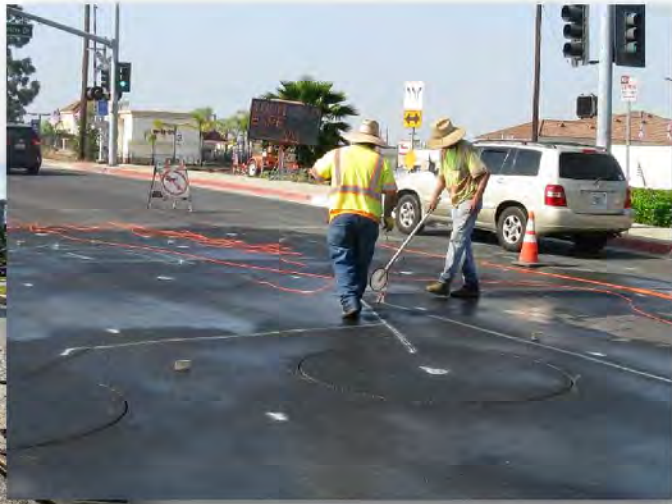
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Erick Lee 6/14/2022
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By: _____
Name: Erick Lee
Title: Public Works Director

EXHIBIT A
SCOPE OF SERVICES



DELIVERING VALUE ... COMMITTED TO EXCELLENCE

CITY OF MANHATTAN BEACH
PROPOSAL FOR
PROJECT MANAGEMENT (ON-CALL) SERVICES FOR
VARIOUS CAPITAL IMPROVEMENT PLAN (CIP) PROJECTS
RFP No. E1264-21S



SEPTEMBER 15, 2021

September 15, 2021

Mr. Prem Kumar
City Engineer/Project Manager
City of Manhattan Beach
3621 Bell Avenue
Manhattan Beach, CA 90266

Subject: Proposal to Provide Project Management (On-Call) Services for Various Capital Improvement Plan (CIP) Projects, RFP No. E1264-21S

Dear Prem:

In accordance with your Request for Proposal, SA Associates is pleased to submit our proposal to provide On-Call Project Management Services for Various Capital Improvement Plan Projects.

SA Associates is a principal-owned firm, committed to engineering excellence and principal involvement. Project management and contract performance is personally directed by our principal who is a thoroughly experienced, licensed Professional Engineer with the State of California. We provide complete civil engineering services for municipalities, public and private water agencies, sanitary districts, and flood control districts.

We are proposing two Project Managers for this Project. Mr. Harvey Gobas has over 44 years of experience in water and wastewater engineering including wells, water mains, pump stations, etc. The second Project Manager is Jorge Lovo, who has over 21 years of experience in water, wastewater, and street projects. Both gentlemen are registered Professional Engineers with the state of California. Mr. Gobas is currently providing Project Management Services for the city of Manhattan Beach for various Capital Improvement projects. Our thought is that using these two highly experienced Project Managers in-tandem or concurrently will allow the City to complete some of their CIP projects sooner. Both of these Project Managers will be responsible for overseeing all aspects of a series of projects from conception to close-out ("cradle to grave" scenario).


We are committed to providing the resources and the quality services you are seeking for this project.

Our proposal is a firm offer for a period of 120 days from the submission date.

We thank you for the opportunity and hope our proposal meets your interest and approval.

Should you have any questions or require any further information, please do not hesitate to contact the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shahnawaz Ahmad".

Shahnawaz Ahmad, P.E.
President

enclosures

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SECTION 1A: UNDERSTANDING SCOPE OF SERVICES

We are proposing two Project Managers to provide the services required by City. Both of these gentlemen have the education, skills, and experience, and are capable of accomplishing the scope of services to be performed per the Request for Proposal.

Mr. Harvey Gobas has over 44 years of project and program management experience focused in the fields of water resources, wastewater planning and design, and stormwater management. He has served as district engineer for five different Southern California water and sanitation districts (simultaneous district assignments equate to a total of over 60 years).

Mr. Jorge Lovo has over 21 years of experience designing and managing a variety of water-related projects and programs ranging from water, wastewater, recycled water, and storm water facilities including conveyance, water quality & treatment, pump stations, and storage. Providing technical leadership on small to large sized projects; supporting teams winning new business; interacting with clients, agencies and other consulting firms; preparing detailed engineering calculations, CAD drawings, estimates, master planning, facilities condition assessment, construction support, preparation of plans, specifications and others documents for permitting and construction.

Both of these candidates are registered Civil Engineers in the state of California.

Resumes follow in this section.



HARVEY GOBAS, P.E., ENV SP

Project Manager

OVERVIEW:

Mr. Gobas has over 44 years of project and program management experience focused in the fields of water resources, wastewater planning and design, and stormwater management. He has served as district engineer for five different Southern California water and sanitation districts (simultaneous district assignments equate to a total of over 60 years) and is a former President of the ASCE Los Angeles Section and the APWA Southern California Chapter. He is a former Board of Supervisors' appointee to the Los Angeles County Water Advisory Commission and the recipient of the ASCE Los Angeles Section and Region 9 (California) 2016 Lifetime Achievement Award in Civil Engineering.

EDUCATION:

University of Southern California, Los Angeles, BS. Civil Engineering, 1972
MS Environmental Engineering, 1975

REGISTRATION:

Registered Civil Engineer, California
No. 25533, ENV SP

CERTIFICATION:

2002/Risk Assessment Methodology for Water (RAM-WSM) Training

MEMBER:

American Council of Engineering
American Society of Civil Engineers
American Public Works Association
American Water Works Association

INTERIM WATER DISTRICT GENERAL MANAGER AND CITY ENGINEERING POSITIONS:

Mr. Gobas has also served as:

- Interim General Manager of the East Orange County Water District (EOCWD; 2003-04); Additionally, he served for 35 years as the EOCWD District Engineer, which serves over 100,000 Wholesale customers and approximately 3,500 Retail customers. As District Engineer, he oversaw general operations of the water system, which included a water treatment plant, many miles of transmission and distribution mains and several pump stations and reservoirs;
- Interim City Engineer for the City of Adelanto, CA (2011); and
- Stormwater Program Manager for the City of Santa Monica (2008-09).

In 2021, SA Associates assigned Mr. Gobas to the City of Manhattan Beach in a staff augmentation role as a Senior Project Manager. During his tenure with the City, he successfully managed the preparation of plans and specifications for the Parking Structure 3 Repair Project, which was focused on concrete remediation work throughout the three-level structure as well as installation of a traffic coating membrane on the roof deck and connecting access ramps. He also prepared an RFP for design services associated with the installation of a dozen Stormwater Quality Hydrodynamic Separators required to address the Los Angeles Regional Water Quality Control Board's Trash TMDL Stormwater Regulations enacted to help clean up Santa Monica Bay. Mr. Gobas also assisted City staff in managing water, sewer and stormwater infrastructure construction projects.

Mr. Gobas was based in the City of Santa Monica City Engineer's office for 15 months during 2008 and 2009, as a full-time interim watershed program and project manager. As program manager he was responsible for implementing the City's Measure V Clean Beaches and Oceans Parcel Tax Program including chairing bi-weekly Team meetings with multiple City Departments (Public Works, Water Resources, Community Maintenance, Planning, Finance, City Manager and the Office of Sustainability and the Environment), managing several consulting firms, overseeing preparation of project concept feasibility studies and cost estimates, overseeing and assisting in the planning, design and construction of several key street greening, bio-swale and water quality projects, training City staff and facilitating numerous Measure V Citizen's Oversight Committee meetings (a Brown Act Committee consisting of five community residents appointed by the City Council).

During his tenure in Santa Monica, Mr. Gobas also served as project manager of the City's highest priority project, the design and construction of the Pier Storm Drain Improvements, which replaced several hundred feet of severely corroded 60-inch diameter CMP storm drain and outlet and diversion structures in a difficult-to-access area under the Santa Monica Municipal Pier. The project helps alleviate bacterial contamination of Santa Monica area beaches and the adjoining Bay by diverting all dry weather runoff to the sewer and thereby eliminating that runoff as a potential source of beach and ocean contamination. The City Council mandated project completion on an extremely fast-track schedule, prior to June 1, 2009. The successful completion of this work in less than nine months necessitated Mr. Gobas' direct participation in the preparation and issuance of a design services RFP, retention and management of the design consultant, completion of the design in less than three months, including CEQA processing, obtaining a California Commission permit and other required permits, coordination with the State Lands Commission and the County Fire Department.

Lifeguards, advertising and bidding the project in eight days, evaluating bids and processing the award by the City council, and completing over \$1 million in construction within three months. The project was successfully completed in late May 2009, ahead of schedule and under budget. Bacterial readings taken since the project was completed have shown a reduction in beach contaminants.

PROJECT EXPERIENCE: WATER

- **CITY OF MANHATTAN BEACH**

Project Management services in a staff augmentation role on a variety of projects including preparation of plans and specifications for concrete repairs and installation of a traffic coating membrane at a downtown area concrete and steel parking structure; preparation of an RFP for professional design services for over a dozen stormwater quality trash TMDL high flow capacity treatment control devices required to meet State Water Board mandated regulations; and management of water, sewer and storm drain construction projects. Also worked closely with the City Engineer, Public Works Director, business owners and the Downtown Area Business and Professional Association in an effort to reduce construction impacts on the community.

- **CITY OF EL CENTRO**

Prepared the City's 2020 Urban Water Management Plan addressing current and future water supplies, water system reliability, drought risks, and water shortage contingency planning.

- **CITY OF BUENA PARK, ROSECRANS BOOSTER PUMP STATION**

Project Manager for the preliminary and final design of a 5,500 gpm booster pump station including one 30 HP, two 50 HP and two 150 HP VFD controlled motors and pumps. This new facility includes a disinfection room housing an on-site chlorine generation system and a separate room housing a diesel fueled emergency generator.

- **CITY OF BUENA PARK, MISCELLANEOUS WATER ENGINEERING ASSIGNMENTS**

Mr. Gobas was selected as the City's Water Engineer in 2013. In addition to the Rosecrans Booster Pump Station, Mr. Gobas also served as Project Director for Linden Well Rehabilitation project, various distribution system improvements, and preparation of a hydraulic model update and CIP.

- **LIBERTY PARK WATER COMPANY, MISCELLANEOUS DESIGN ASSIGNMENTS, VARIOUS LOCATIONS IN LOS ANGELES COUNTY**

Project Director for the East Rancho Dominguez, North of Rosecrans, South of Rosecrans, Central-Elva, Harris pipeline design projects (6"-12" diameter) in Compton and unincorporated areas of Los Angeles County and the Shoemaker-Excelsior water main in Norwalk, El Segundo-McKinley Watermain Project in unincorporated area of Los Angeles County and the Well 28D Transmission Main in Bellflower, CA.

- **CITY OF MANHATTAN BEACH WATER SYSTEM IMPROVEMENTS**

Principal-in-Charge for the design of water system control valve improvements at Block 35, Peck Reservoir and MWDSC turn-out sites, preparation of plans and specifications for SCADA system improvements including design of PLCs, preparation of economic analyses associated with possible removal of elevated tank at Block 35 and related hydraulic analyses.

- **CITY OF MANHATTAN BEACH, PECK RESERVOIR ROOF REPLACEMENT**

Project Manager for the evaluation of alternative materials (concrete, timber, aluminum and hypalon floating covers) for replacement of existing concrete roof on 6 MG reinforced concrete reservoir.

PROJECT EXPERIENCE: WASTEWATER

- **CITY OF CULVER CITY VARIOUS PUMP STATION PLANNING STUDIES AND FINAL DESIGN OF BANKFIELD SEWER PUMP STATION**

Project manager for the preparation of a sewer pump station study investigating the feasibility of consolidating one or more of seven sewage lift stations. Work included field coordination with City staff and detailed alternative site and alignment studies and recommendations. Upon determination of a feasible consolidation project, subsequently served as project manager for preliminary siting of a pump station for consolidation of three existing stations and a possible fourth station. The study included evaluation of three potential sites and recommendations for appropriate trenchless technology methodology. An addendum to this study also focused on a specific pump station site, which the City has since purchased for this use. Following completion of the Addendum, served as project manager of the new Bankfield Sewage Pump Station design, which will consolidate four existing pump stations into a single new pump station. Prepared base maps for gravity sewer and force mains connecting to the new pump station.

- **CITY OF SANTA MONICA WATER MAIN REPLACEMENT AND UPSIZE PROJECT**

Project Manager for the design of 44 separate 8- and 10-inch diameter sewer varying in length from 100 to 600 lineal feet, split into three separate construction contracts including (1) replacement of the Pier Sewer; (2) 10 projects north of Interstate-10; (3) 33 projects south of Interstate 10. Work included preparation of preliminary design reports, design survey, preparation

of final plans and contract documents, assistance during bidding and engineering services during construction. Initial work included evaluation of alternative lining techniques for rehabilitation existing sewers. Also assisted City staff in design of approximately 800 feet of 6-inch diameter sewer in the City-owned Woodlawn Cemetery.

- **CITY OF ANAHEIM, KATELLA AVENUE SEWER DESIGN**

Project Manager for the design of approximately 1¼ miles of 15-inch VCP sewer pipeline replacing existing undersized City sewers. The alignment connected to the Garden Grove Sanitary District and traversed unincorporated areas of Orange County. Project was part of the Katella Avenue Smart Street Project for City of Anaheim and the County of Orange. These unique design tasks required the close collaboration and coordination with multiple agencies and design consultants.

- **ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT**

Special Engineering assignments including review of City of Los Alamitos Site Plan Reviews and Conditional Use Permits (as they relate to impacts on the District's sewer system), plan checking of numerous commercial and residential sewer infrastructure plans, construction inspection of most of those projects, and other special engineering assignments including assisting in advertising the 2018 Sewer Repair Project in February and March 2019 and coordination with Psomas staff and bidding contractors on this \$1.1 M sewer rehabilitation project involving remove and replace pipe segments, point repairs, CIPP lining and operations and maintenance repairs. Provided QA/QC services for the 2020 Update of the District's detailed and separate Developer and District Standard Specifications.

- **CITY OF WEST HOLLYWOOD SEWER REHABILITATION**

Principal-in-Charge of a condition assessment of 19,000 LF of sewer main ranging from 8- to 18-inch diameter (10% of the City's collection system). Sewer rehabilitation improvements were determined from this pipeline and manhole condition assessment. The project was the first phase of a 10-phase rehabilitation program. The defects in the system and the proposed rehabilitation projects were presented graphically in a GIS system for integration into the City's GIS, allowing City operations and engineering staff to locate defects and identify patterns. Also provided engineering design for 7,400 LF of cured-in-place pipe (CIPP) lining and four point-repairs per the recommendations developed from the condition assessment.

PROJECT EXPERIENCE: STORMWATER

- **CITY OF SANTA MONICA, STORMWATER PROGRAM MANAGER**

Mr. Gobas was based in the Santa Monica City Engineer's office for 15 months during 2008 and 2009, as a full-time interim watershed program manager responsible for implementing the City's Measure V Clean Beaches and Oceans Parcel Tax Program. He chaired bi-weekly Team meetings with the City Public Works, Water Resources, Community Maintenance, Planning, Finance, City Manager and Environmental Sustainability Departments, managed several consulting firms, oversaw preparation of feasibility studies and cost estimates, assisted in planning, and design of key street greening, bio-swale and water quality projects, trained City staff and facilitated Measure V Citizen's Oversight Committee meetings.

- **CITY OF SANTA MONICA PIER STORM DRAIN IMPROVEMENTS**

Program Manager for the City's highest priority project, which replaced several hundred feet of severely corroded 60-inch diameter CMP storm drain under Santa Monica Municipal Pier. The project helps alleviate bacterial contamination of Santa Monica Bay and area beaches by diverting dry weather runoff to the sewer. Work included issuance of a design services RFP, retention and management of the design consultant, completing design and CEQA services in less than three months, obtaining a California Coastal Commission permit and other required permits, coordinating with State Lands Commission and County Fire Department Lifeguards, advertising and bidding the project in eight days, evaluating bids, processing Council award, and completing over \$1 million in construction in three months. The project was successfully completed in May 2009, ahead of schedule and under budget and bacterial readings taken since completion show reduced beach contaminants.



JORGE LOVO, P.E., LEED G.A., QSD/QSP

Project Manager

OVERVIEW:

Mr. Lovo has over 21 years of experience designing and managing a variety of water-related projects and programs ranging from water, wastewater, recycled water, and storm water facilities including conveyance, water quality & treatment, pump stations, and storage. Providing technical leadership on small to large sized projects; supporting teams winning new business; interacting with clients, agencies and other consulting firms; preparing detailed engineering calculations, CAD drawings, estimates, master planning, facilities condition assessment, construction support, preparation of plans, specifications and others documents for permitting and construction.

PROJECT EXPERIENCE:

CITY OF ANAHEIM

- Prepared plans and specifications for Water Main Replacement Projects on (1) Pepper Creek Way, (2) Fern Haven Lane, and Hadrians Crescent (Project) to replace approximately 1,500 ft. of existing cast iron pipe (CIP) to polyvinyl chloride (PVC) pipe along various streets within Anaheim Hills. The pipes were installed between 1960s and 1970s and are in need of replacement due to external corrosion of the pipeline. As a result, the corrosion causes numerous main breaks rendering water loss.
- Prepared plans and specifications for an 8" PVC Water Main Replacement in Baja Dr. between Palo Alto Dr. & Pueblo Pl., and Solomon Dr. between Arno Crescent St. & Camino Pinzon, with an approximate length of 1,557 ft.

BOY SCOUTS OF AMERICA

- Trask Scout Camp Water System Rehabilitation and Enhancement Project - Design services for design-build project at the Boy Scouts camp in the city of Monrovia foothills.

CENTRAL BASIN MUNICIPAL WATER DISTRICT

- Prepared plans, specifications, and cost estimates for The Recycled Water System Extension in the City of South Gate, CA. This Project consists of the construction of approximately 24,600 LF of recycled pipeline varying in diameter between 8" and 20". In addition approximately 3,400 LF of pipeline will be constructed in California Avenue north from Southern Avenue to South Gate City Hall and then to South Gate High School. Shorter segments on Tweedy Blvd. (1,900 FL) and Sequoia Dr (495 LF) are also included. The proposed Recycled Water main will be crossing the Alameda Corridor (ACTA) at Southern Ave/Alameda St. and at Alameda St./Tweedy Blvd. This new system extension will serve South Gate Park, State Street Park, South Gate Middle School, Stanford Avenue Park, American Apparel, Koos Manufacturing Co., South Gate City Hall, South Gate High School, and South East High School.

CRESCENTA VALLEY WATER DISTRICT

- Prepared plans for CVWD's Well No. 2 at Ordunio Reservoir. The project consists of a new 150 gpm submersible pump and motor for well no.2, onsite piping, a chlorine feed system using sodium hypochlorite (NAOCL), a nitrate removal treatment facility (by APT Water), upgrade of two existing booster pumps, installation of a masonry or pre-fabricated operations building, installation of a "carport" type building over concrete pad for the nitrate removal facility, water, sewer, and gas services, electrical and telemetry system (SCADA), pavement and other on-site improvements. Currently providing construction support services.

CITY OF INGLEWOOD

- Prepared plans and specifications for the Sewer Main Replacement Project, Phase I, for upgrade/repair or replacement of segments of the existing 8" to 15" vitrified clay pipe (VCP) through the City to improve the existing sewer system. In addition, the project consists of the replacement or reconnection of existing sewer laterals within the project area as a result of the replacement of the existing VCP. The Project will also involve reconnections to existing sewer mains, two of which are owned by Sanitation Districts of Los Angeles County (LACSD). The total approximate length of pipe to be replaced is 5,352 ft.

EDUCATION:

B.S. Civil Engineering
University of Hawaii

REGISTRATION:

Registered Civil Engineer, California
No. C75632
Registered Civil Engineer, Canada
Board of Professional Engineers

CERTIFICATION:

LEED Green Associates – Green Building
Certification Institute,
ID No. 10779963
Construction Management, University of
Quebec, Canada
Professional Studies in Technique of
Architecture, College of Old
Montreal

Qualified SWPPP Developer (QSD)
Qualified SWPPP Practitioner (QSP)
Certificate No. 25596

CITY OF IRVINE

- Prepared Infrastructure plans for the Barranca Parkway Pavement Rehabilitation from I-5 freeway to Alton Parkway for a length of 1.7 miles.
- Prepared traffic flow reports to evaluate the traffic conditions at the existing intersections of Culver/Alton and at Culver/Main to determine the length of left turn pocket storage that needs to be added to the northbound Culver left turn pocket at both intersections.

CITY OF MANHATTAN BEACH

- Sewer Infrastructure Improvements – Project Manager, plans and specifications for various sewer reaches throughout the City.

CITY OF MONTEREY PARK

- Prepared plans and specifications for the water and sewer mains along Atlantic Boulevard. The proposed sewer main is from W. Hellman Avenue to Garvey Avenue with a length of approximately 2,700 LF and shall be 12" Vitrified Clay pipe (VCP).

CITY OF NORWALK

- Provided sewer design services to the City of Norwalk for the spot repair and lining of 60 sewer segments located throughout the City.

ROSE HILLS MEMORIAL PARK

- Designed the recycled water retrofit for 600 acres of Rose Hills Memorial Park and Cemetery. The design included approximately 4,500 LF of 8" potable water/fire protection pipeline, 8,000 LF of 4" and 8" potable water pipeline, and modifications to the four (4) on-site wells and four (4) reservoirs. The project team is coordinating with Rose Hills staff, Upper San Gabriel Valley Municipal Water District, Los Angeles County Sanitation Districts, San Gabriel Valley Water Company, Los Angeles County Fire Department. This project is funded by DWR Proposition 84, Round 3 – Drought Grant and MWD On-Site Recycled Water Retrofit.

CITY OF WHITTIER

- Designed the replacement of a water main in the uptown business district, along Comstock Avenue between Hadley Avenue and Wardman Avenue, for an approximate length of 2,000 ft., upgrading a 6" cast iron line to the 12" ductile iron pipe to provide sufficient flow within the area as well as for future improvements.
- Designed the replacement of a water main along Beverly Boulevard between Palm Avenue and Citrus Avenue to replace an aging water main with an approximate length of 4,450 ft. The existing 6" cast iron water main will be replaced with an 8" ductile iron pipe. The suggested design will minimize construction and maintenance costs by protecting the existing parkway and pine trees, and providing better access for maintenance of the proposed main.

ROWLAND WATER DISTRICT SUPPLY LA PUENTE VALLEY COUNTY WATER DISTRICT:

- Water Resources Engineer for planning, design, bid and construction for the conveyance, treatment, and storage of 3000 gpm local groundwater including production wells, pump stations, eight miles of pipe, best available treatment technologies for removal of contaminants and disinfection (LGAC, IX, UV, Chlorination, Chloramines), and storage.
- OCSD groundwater replenishment, Edward C. Little recycling facility, Tillman water reclamation plant, San Jose Creek water reclamation plant.

STRATEGIC PLANNING ASSESSMENT FOR REGIONAL USE OF RECYCLED WATER

- Strategic planning & design for up to 200 mgd of purified recycled water from the Los Angeles County Sanitation District to the Main San Gabriel Basin. The assessment included advanced water technologies (UV, RO, MF), ground water replenishment (GWR), spreading grounds, water quality, extraction wells, wellhead treatment pumping requirements, conveyance, as well as, reservoir reconnaissance studies (RA).
- Delta Wetlands Project, San Joaquin–Sacramento Delta Islands, CA (Western Development):
- Revamping of two Delta islands into reservoirs capable of storing 215,000 acre-feet of water; fatal flaw analysis; construction techniques and preparation of technical documents; project sensitivity analysis; coordination with agencies, internal teams, and other participant consulting firms.

WET INFRASTRUCTURE FACILITIES AND LAND DEVELOPMENT FOR THE CITIES OF TORRANCE, COMPTON, EL SEGUNDO, AND AZUSA

Civil Engineer for a variety of wet infrastructure projects ranging from water supply, wastewater collection, drainage and hydrology studies, storm water conveyance, pump stations, recycled water, site grading, access roads design, pre and post land development run-off, BMPs, LID, and storage facilities.

- Water resources studies for groundwater and well construction, Santa Clarita, CA.
- Groundwater assessment, well design, pumps layout, wellhead treatment options, & water rights allocations.

SECTION 1B: FEE SCHEDULE AND RATE SHEET

HOURLY RATE SCHEDULE

Position	Hourly Rates
Project Manager – Harvey Gobas	\$165.00
Project Manager – Jorge Lovo	\$150.00

NOTE: All rates listed above are effective to December 30, 2022

PART 1C

CONSULTANT EXPENES

REIMBURSABLES

On-Site Vehicle Mileage will be billed at	\$0.62/mile
Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to December 30, 2022

SECTION 2A: STATEMENT OF QUALIFICATIONS

REFERENCES FOR MR. GOBAS:

City of Culver City

Contact: Charles Herbertson, City Engineer
Tel: 310.253.5630
E-Mail: charles.herbertson@culverecity.org

Project manager for the preparation of a sewer pump station study investigating the feasibility of consolidating one or more of seven sewage lift stations. Work included field coordination with City staff and detailed alternative site and alignment studies and recommendations. Also served as project manager of the new Bankfield Sewage Pump Station design which consolidated four existing pump stations into a single new pump station.

City of Manhattan Beach

Contact: Prem Kumar, City Engineer
Tel: 626.802.5350
E-Mail: pkumar@manhattanbeach.gov

Assigned to the City by SA Associates to provide staff augmentation role as a Senior Project Manager. Successful projects included managing the preparation of plans and specifications for the Parking Structure 3 Repair Project; preparation an RFP for design services associated with the installation of a dozen Stormwater Quality Hydrodynamic Separators required to address the Los Angeles Regional Water Quality Control Board's Trash TMDL Stormwater Regulations enacted to help clean up Santa Monica Bay. He also assisted City staff in managing water, sewer and stormwater infrastructure construction projects.

Rossmoor/Los Alamitos Area Sewer District

Contact: Susan Bell (former General Manager)
E-Mail: susanbellnotary@gmail.com

Special Engineering assignments including review of City of Los Alamitos Site Plan Reviews and Conditional Use Permits, plan checking of numerous commercial and residential sewer infrastructure plans, construction inspection of most of those projects, and other special engineering assignments. Provided QA/QC for the 2020 Update of the District's detailed and separate Developer and District Standard Specifications.

City of Santa Monica

Contact: Tony Antich, City Engineer (retired)
Cell No.: 310.614.5357
E-Mail: tony.antich@gmail.com

Mr. Gobas was based in the City of Santa Monica City Engineer's office for 15 months during 2008 and 2009, as a full-time interim watershed program and project manager. He also served as project manager of the City's highest priority project, the design and construction of the Pier Storm Drain Improvements,

REFERENCES FOR MR. LOVO:

Boy Scouts of America, Greater Los Angeles Council

Contact: Charlie Wilson, Director of Support Services

Tel No.: 213.718.5968

E-Mail: charlie.wilson@scouting.org

Trask Scout Camp Water System Rehabilitation and Enhancement Project - Design services for design-build project at the Boy Scouts camp in the city of Monrovia foothills. The water at the campsites is currently non-potable. The project will provide corrective measures to bring the water system up to the State Water Resources Control Board, Division of Drinking Water Standards to provide the campers with clean drinking water. Project includes environmental work to improve creek water source, treatment facilities, chlorine disinfection, pumps and distribution improvements, as well as new storage tanks.

Central Basin Municipal Water District

Contact: Jacqueline Koontz, now with the City of Norwalk

Tel: 562.929.5926

E-Mail: jkoontz@norwalk.ca.gov

Prepared plans, specifications, and cost estimates for the Recycled Water System in the city of South Gate. The project consisted of the construction of approximately 24,6000 ft. of recycled water pipeline varying in diameter between 8" and 20"

Crescenta Valley Water District

Contact: David Gould, District Engineer

Tel No.: 818.248.3925

E-Mail: dgould@cvwd.com

Prepared plans for CVWD's Well No. 2 at Ordunio Reservoir. The project consisted of a new 150 gpm submersible pump and motor for Well No.2, onsite piping, a chlorine feed system using sodium hypochlorite, a nitrate removal treatment facility, upgrade of two existing booster pumps, installation of a masonry or pre-fabricated operations building, installation of a "carport" type building over concrete pad for the nitrate removal facility, water, sewer, and gas services, electrical and telemetry system, pavement and other on-site improvements. **This project won several awards.**

City of Ontario Municipal Utilities Company

Contact: Omar Gonzalez, Sr. Associate Civil Engineer

Tel No.: 909.495.2578

E-Mail: oegonzalez@ontarioca.gov

Prepared plans and specifications for approximately 25,430 LF of water mains at 30 various locations. The improvements replaced existing water mains of diameters ranging from 2" to 12" to proposed 8" and 12" sizes. In addition, at one of the locations, OMUC desired to install 450 LF of new 8" water main. The improvements included replacement of service laterals, fire hydrants and other related appurtenances.

SECTION 2B: CONTRACT EXCEPTIONS

We have no exceptions, additions, and/or deletions to the City's Request for Proposal.

SECTION 2C: SAMPLE WORK PRODUCTS

- Sample Work Product for Harvey Gobas: City of Manhattan Beach: Observations Relating to Concrete Damage Repairs at City Parking Lot 3
- Sample Work Product for Jorge Lovo: Boy Scouts of America: Trask Scout Reservation Water System Rehabilitation & Enhancement Project Concept Report



June 29, 2021

City of Manhattan Beach
Attention: Mr. Mamerto Estepa, Jr., PE, Senior Civil Engineer
3621 Bell Avenue
Manhattan Beach, CA 90266

Re: Observations Relating to Concrete Damage Repairs at City Parking Lot 3

Dear: Mr. Estepa, Jr.

This report addresses pending concrete repairs at Parking Structure (Lot) 3 (PL3).

Executive Summary

Field observations were conducted on June 23, 2021, at the City's 50-year-old PL3, to quantify the number of concrete spalled areas requiring repair. Over 330 significantly sized spalls were photographed on the bottom of the second and third level decks. Numerous smaller and less significant spalls were also observed, but not photographed. Exposed corroded rebar was present in more than half of the spalls as were cracks extending from those damaged areas. Some spalled concrete damage was also observed at curbs and ramp walls, mostly on the roof deck. Damage was also observed on several concrete columns on the ground level.

City staff is proposing two major types of repairs at PL3, which include: (1) the installation of a traffic membrane on the roof deck to prevent rainfall intrusion into the concrete; and (2) the repair of all significantly spalled areas. These repairs are estimated to range in cost from \$380,000 to \$430,000.

Introduction

On June 23, 2021, I spent several hours performing field reconnaissance at the City of Manhattan Beach's Parking Structure (Lot) No. 3 located between Center Place and 12th Street just west of Morningside Drive. The purpose of the visit was to quantify the areas where structural concrete was damaged enough to require remediation. During my visit, I took over 200 photos, most of which document numerous areas of concrete spalling on the bottom of the second and third level decks (i.e., on the concrete ceiling above the ground level and second level parking areas). These photos can be downloaded by clicking on the following hyperlink: [Link to CMB PL3 Photos_210623](#). Exhibit A (PL3 Photo Legend) appended to this letter report depicts the approximate location where each of the photos were taken.



City of Manhattan Beach Parking Structure (Lot) 3 Looking West from the Corner of 12th Street and Morningside Drive

Field Observations

General Observations

I began my visual reconnaissance in the northwest corner of the parking structure. After initial observations on the side fronting 12th Street, it was apparent that, while most areas of the roof over the ground level parking (i.e., the bottom of the second level deck), were intact, there were many areas of where concrete has spalled from the ceiling onto the ground level parking surface. While many of the spalled areas were superficial in nature, there was abundant evidence of significant concrete spalls on the bottom of the second level deck, i.e., the ceiling above the ground level parking area. Many of these spalled areas were more than an inch in depth with exposed and corroded rebar clearly visible in most instances. It was these latter deeper spalled areas with exposed corroded rebar that I focused my observations on during the remainder of my reconnaissance in PL3.

Ground Level Observations

Most of the areas of concern on the ground level were on the ceiling overlying that area, i.e., the bottom of the second level concrete deck. Some minor damage was observed along one section of the curb (Photo 1) as well as some spalled concrete on several columns (Photos 7, 59, 80 and 83). The following specific observations were noted:

- Cracks – Cracks extending outward from spalled areas are visible in 45 of the 83 (54%) photos taken of the ground level ceiling (Photos 2-5, 6A, 9, 11, 12, 14-17, 19-21, 33, 34, 37, 39, 40, 43, 47, 49, 51-58, 63, 67-69, 72-74, 76, 78, 81, 82, 84, 87 and 87B);
- Corroded Rebar – Corroded rebar is visible in 30 of the 83 (36%) photos depicting ground level concrete ceiling spalling (Photos 2, 5, 9, 13-17, 19, 20, 24, 25, 28, 35, 40, 42, 46-48, 51, 65, 68, 72-74, 76, 78, 82, 87 and 87B);

- Quantity of Spalled Concrete Areas – There are 133 separate and distinct areas of spalled concrete visible in the 83 ceiling photos taken above the ground level. Some of these areas are fairly close to adjacent spalls, while others are several feet from the closest adjacent spall; and
- Square Footage of Spalled Concrete Areas – While no attempt was made to accurately measure the square footage of each spall, a review of the photos would appear to suggest the average spalled area was approximately one square foot in size. Doubling the 133 square feet to account for repair coverage over all adjoining areas, results in a total repair area square footage of approximately 266 square feet, which can be rounded up to 300 square feet.

Second Level Observations

Similar to the ground level, there were extensive areas of spalled concrete on the ceiling over this level, i.e., on the bottom of the roof deck. Many of the areas of spalled concrete shown in the accompanying second level photos depict deep gouges with corroded rebar present. The following specific observations were noted:

- Cracks – Cracks extending outward from spalled areas are visible in 50 of the 86 (58%) photos taken of the second level ceiling (Photos 88, 92, 96, 99, 100, 103, 104, 106, 108-113, 116, 117, 119, 120, 125-128, 138, 142, 144, 145, 149, 150, 152-159, 161-169, 171-174 and 177);
- Corroded Rebar – Corroded rebar is visible in 61 of the 86 (71%) photos depicting second level concrete ceiling spalling (Photos 92, 95-97, 99, 101-106, 108-119, 121, 122, 125, 127, 128, 130, 134-136, 138-141, 145, 147-156, 159, 163, 164, 166-168, and 170-177);
- Quantity of Spalled Concrete Areas – There are 193 separate and distinct areas of spalled concrete visible in the 86 ceiling photos taken above the second level. Some of these areas are fairly close to adjacent spalls, while others are several feet from the closest adjacent spall. There are significantly more areas of spalling on the second floor as compared with the ground level. This is logical in that leakage through the roof deck is impacting the bottom of that deck (i.e., the ceiling above the second level) more so than the more limited leakage that may be penetrating the second level deck;
- Square Footage of Spalled Concrete Areas – As was the case with the ground level, no attempt was made to accurately measure the square footage of each spall on the second level ceiling; however, a review of the photos suggests the average spalled area was approximately one square foot in size. Doubling the 193 square feet to account for repair coverage over all adjoining areas, results in a total repair area square footage of approximately 386 square feet, which can be rounded up to 400 square feet;
- Hanging Spalled Concrete – There are a few spalled areas where small pieces of concrete appear ready to drop from the ceiling (Photos 93 and 144); and
- Other Corroded Steel Elements – In addition to the spalled concrete, corroded (non-rebar) steel is also visible on the bottom of the east stairway between the second level and the roof level (Photo 89).

Roof Deck Observations

The roof deck obviously differs from the ground level and second level in that there is no ceiling over it from which spalled concrete can fall onto people or parked vehicles. The following specific observations were made on the roof deck:

- Spalled Concrete Chips – Oddly enough, while there is no ceiling above the roof deck from which concrete chips can fall, this was the only level where several small pieces of spalled concrete were observed lying on the deck (Photo 202);
- Quantity of Surface Spalling on the Roof Deck – Eight spalled areas were observed on the surface of the roof deck (Photos 187 and 194-200). These eight areas represent approximately 10 square feet, or 20 square feet when doubled to provide additional repair area coverage;
- Corroded Rebar – Corroded rebar was visible in four of the eight spalls observed on the roof deck surface (Photos 195, 196, 198 and 200); however, there was no evidence of daylight between the spalls on the roof surface and those on the bottom of the roof deck, i.e., the ceiling over level two;
- Damaged Curb Areas – There are several damaged concrete areas along the upper portions of the downward vehicular ramp adjacent to the roof deck surface. This damage may have been caused by vehicular collisions with the curb and/or adjacent wall (Photos 179, 180-182, 185 and 186). There is also an area several feet in length along the curb in the northeast corner of the parking structure (Photos 189-191 and 193-194) where concrete has spalled off from the outer edge of that curb. It is unlikely this damage was caused by vehicular action since the damage is on the outer edge of the curb;
- Corroded Steel Elements – There is evidence of corrosion on some steel elements adjoining the roof deck (Photos 182 and 184); and
- Steel Safety Railing Around the Roof Deck – While all of the steel railing around the perimeter of the third deck had yellow caution tape strung across it, most of the railing appeared to be sufficiently anchored in the concrete curb, excepting those areas in the previously noted northeast corner of the structure.

General Description of Proposed Repairs

It is the City's intent to replace the 50-year-old PL3 with a new structure in approximately ten years. At that time, the new structure, which will be constructed on the current PL3 site, will likely be connected to another nearby City parking structure via a subterranean vehicular passage. In the meantime, it is City staff's hope that appropriate repairs can be made to PL3 to allow it to remain safely in service over the next ten years.

There are two types of major repairs anticipated at PL3.

- Traffic Membrane – The first repair component will entail installation of a traffic membrane over the top surface of the roof deck. This membrane will serve to prohibit rainfall from penetrating through the upper deck and contributing to further corrosion of the rebar in that deck. Prior to placement of this membrane, all current areas of spalled concrete on the roof surface should be repaired to create a smooth surface with which the membrane can bond.

- **Concrete Spall Repairs** – The second component is repairing the numerous previously referenced areas of spalled concrete on the bottom of the roof deck and on the bottom of the second-floor deck (i.e., the ceilings over the second level and ground level parking areas). Consideration should also be given to repairing all damaged concrete columns.

If sufficient funding is available, repairs can also be made to the previously referenced curb and railing damage.

Preliminary Opinion of Probable Concrete Repair Costs

As noted under the “Field Observations” section of this report, the estimated combined square footage of all major spalled concrete areas documented in the linked photos, is approximately 720 square feet. Using an average bid cost of \$150/square foot from the recent November 2020 Parking Lot 4 (PL4) Repair project bids (Bid Item 4.1 – Ceiling Repair), would suggest the PL3 concrete spalls will cost around \$108,000 to repair.

Similarly, the average bid cost from the nine bids received on the similar PL4 project, suggests the PL3 traffic membrane will cost approximately \$8.60/square foot. The surface area of the PL3 roof deck (the area to be covered with a traffic membrane) is approximately 19,900 square feet, which yields a cost of around \$171,000 for the traffic membrane at PL3.

The costs for the concrete spall ceiling repairs (\$108,000) and the installation of a traffic membrane (\$171,000) therefore sums to \$279,000; however, that does not include additional costs associated with repairing cracks, concrete posts, curbs or any other ancillary items, nor does it include major contractor cost items such as mobilization, acquisition of a construction staging area, traffic control, site maintenance, adherence to NPDES rules and regulations, signage, traffic striping, survey, etc. These additional cost items could easily add another \$100,000 to \$150,000 to the previously referenced \$279,000 figure. Thus, the overall preliminary estimate of PL3 cost for the items referenced in this report is anticipated to be in the \$380,000 to \$430,000 range.

Sincerely,

Gobas Engineering Management Services, Inc.



Harvey R. Gobas, PE, ENV SP
Principal Engineer

Enclosure: Exhibit A – PL3 Photo Legend

Copies to: Prem Kumar, PE, MBA – City Engineer, City of Manhattan Beach
Bianca Cardenas, Senior Engineering Technician – City of Manhattan Beach
Shahn Ahmad, PE – SA Associates



BOY SCOUTS OF AMERICA

GREATER LOS ANGELES AREA COUNCIL



TRASK SCOUT RESERVATION WATER SYSTEM REHABILITATION & ENHANCEMENT PROJECT CONCEPT REPORT

MAY 2019



DELIVERING VALUE ... COMMITTED TO EXCELLENCE

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APPENDICES

Appendix A:	SWRCB - Trask Scout Reservation, Boy Scouts of America Transfer of Primacy Agency and Compliance Order for Violation of the Surface Water Treatment Rule Issued on April 25, 2017.
Appendix B:	Lab Reports – Raw Water Quality (April 2019)
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Appendix J:	O&M Manual for Existing Facilities

EXECUTIVE SUMMARY

The drinking water system rehabilitation and enhancement project at the Trask Scout Reservation (Trask) has the objective to determine the effects of changing regulatory environment under current and future water quality conditions that utilize surface water to evaluate compliance of existing facilities, and implement/ensure an overall water system that satisfies /exceeds such regulations.

Main challenges identified for the Trask are water treatment and disinfection-time of concentration. Water treatment addressing newer/stringent water quality regulations to protect human health and not enough time of concentration to provide adequate disinfection prior distribution. Moreover, the report will focus on improvements to raw water collector, storage and fire protection.

Contamination of drinking-water by microbial pathogens can cause disease outbreak and contribute to background rates of disease. There are many treatment options for eliminating pathogens from drinking-water. Finding the right solution for the Trask's water supply involves choosing from a range of options available in the market proven successful by the regulatory agencies.

This concept report documents in detail existing water system conditions, regulatory criteria, identify deficiencies and recommend water facility improvement that correct such deficiencies and optimizes the system, evaluation and selection of treatment facilities, others to bring them up to or exceed compliance. The primary goal of the Trask is to ensure continues, reliable, high quality safe drinking water for its employees and visitors.

Relevant topics to water quality, service area, demands, treatment, supply, distribution and storage are discussed to evaluate performance, sustainability and cost. Regarding the regulatory constraints, the design of proposed and/or improve facilities will include a standardize monitoring where needed to safeguard system compliance. Estimated project costs and schedule are presented in this report to provide guidance for implementation.

SECTION 1: INTRODUCTION

1.1. Background

Since its start in 1910, the Boy Scouts of America (BSA) has become one of the largest scouting organizations within the United States. Operating nationwide, BSA currently have 2.4 million youth participants with about one million adult volunteers.

The Trask Scout Reservation (Trask) located at 1100 North Canyon Boulevard, north of the City of Monrovia. It is tucked within the Sawpit Canyons in the foothills south of the San Gabriel Mountains. Trask is operated by the Greater Los Angeles Area Council of BSA (GLAAC-BSA). GLAAC-BSA operates and manages all the camps throughout the Los Angeles region. **Figure 1-1** below shows the location of the Trask Scout Reservation.

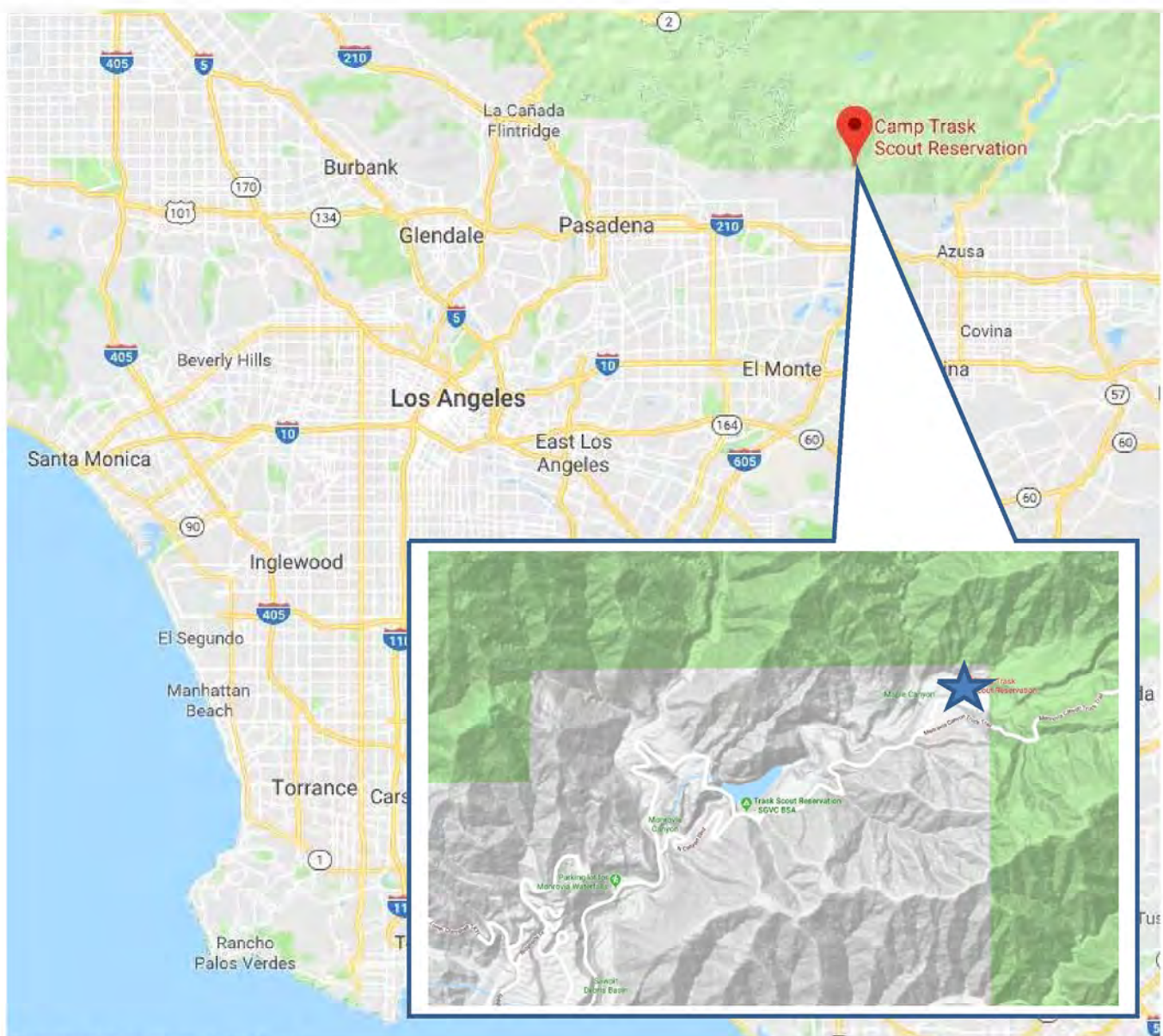


Figure 1-1. Location Map

Trask is a campground comprised of approximately 10 acres of national forest land within the foothills. The area is generally used as a recreational site for the general public. BSA also utilizes this site for one of its countless campgrounds for their participants. The BSA have facilities on-site consisting of an Administration Building, Warehouse, Fort Rotary, Kitchen, Bathrooms, and recreational amenities for its campers and visitors.

1.2. Project Objectives

Trask has provided clean potable drinking water for over 40 years in accordance with State and local rules, meeting standards for maximum contaminant levels (MCLs) and water quality. Effective on July 1, 2014, the regulatory oversight of surface water treatment at Trask was changed from the Los Angeles County Department of Public Health (County) to the State Water Resources Control Board, Division of Drinking Water (DDW) bringing additional regulations and standards. Since then its transfer, Trask could not satisfy DDW's regulations with its existing surface water treatment system. As a result, on April 25, 2017, Trask was notified by DDW to stop production of potable water until improvements have been made to their treatment regulations and standards (see **Appendix A**).

The purpose of this project is to rehabilitate the surface water treatment system to satisfy the current treatment regulations and standards, and to enhance the existing water distribution system at Trask. SA Associates was authorized by GLAAC-BSA to provide an assessment of the existing system and a treatment solution for Trask.

Implementation of a new Water Treatment Plant (WTP) along with other significant improvements is a big undertaking, requiring several months to years to complete. This concept report will identify the various design criterion, limitations, and WTP recommendation. Furthermore, the concept report will also provide the following:

- Identify recommended replacement for the existing plant and recommended construction schedule for a new facility
- Evaluate and document recommended treatment processes, including pretreatment, filtration system, taste and odor treatment considerations, disinfection and chemical feed systems
- Evaluate facilities residual handling and management
- Identify sites and develop preliminary layout configurations of a new treatment facility
- Develop opinions of probable cost

1.3. Surface Water Treatment Regulations & Standards

Selection of the proper WTP for Trask must adhere to the various water treatment regulations set forth by State and Federal agencies. These regulations include:

- Safe Drinking Water Act
- Surface Water Treatment Rule & Enhanced Surface Water Treatment Rule
- Disinfection Byproduct Rule

SAFE DRINKING WATER ACT

The Safe Drinking Water Act (SDWA) was originally passed by Congress in 1974 to protect public health by regulating the nation's public drinking water supply. The law was amended in 1986 and again in 1996. The SDWA authorizes the United States Environmental Protection Agency (EPA) to set national health-based standards for drinking water to protect against both naturally occurring and man-made contaminants that may be found in drinking water and its sources including rivers, lakes, reservoirs,

springs, and groundwater wells. In addition, drinking water that travels through an improperly maintained distribution system may also pose a health risk and standards have also been set to monitor the distribution system water quality.

These standards are referred to as the National Primary Drinking Water Regulations (NPDWR). The Primary Drinking Water Regulations set enforceable maximum contaminant levels for particular contaminants in drinking water along with required water along with required methods of treatment or removal. Each standard also includes requirements for water systems to test for contaminants in the water to ensure the standard was achieved. Water systems are required to treat the water, test their water frequently for the specified contaminants and report the results of the testing to DDW, previously called the California Department of Public Health and Environment (CDPHE). The NPDWRs are divided into four categories:

- Inorganic Chemicals (includes metals, nitrite and nitrate, and asbestos)
- Organic Chemicals (includes over 50 synthetic organic chemicals, and limited disinfection by-products)
- Radionuclides (radiological contaminants)
- Microorganisms (includes turbidity, total coliforms, Legionella, viruses, Cryptosporidium and Giardia Lambia)

In addition to the NPDWRs, the SDWA includes standards established through the National Secondary Drinking Water Regulations (NSDWRs). The NSDWRs are non-enforceable standards that regulate contaminants that may result in cosmetic deficiencies (such as skin or tooth discoloration) or aesthetic deficiencies (such as taste, odor, or color), but are not a threat to public health. The NSDWRs include standards for a series of inorganic chemicals, and other water quality parameters such as pH, color, odor, corrosivity, sulfates and total dissolved solids (TDS). Although non-enforceable, it is recommended that the requirements of the Secondary Standards be met in most circumstances.

SURFACE WATER TREATMENT RULE & ENHANCED SURFACE WATER TREATMENT RULE

The 1989 Surface Water Treatment Rule (SWTR) applies to all public water systems (PWSs) using surface water sources or groundwater sources under the direct influence of surface water (GWUDI). The SWTRs requires water systems to filter and disinfect surface water sources or GWUDI with the purposed to reduce illnesses caused by pathogens in drinking water. The disease-causing pathogens include Legionella, Giardia Lambia, and Cryptosporidium.

The 2002 Long Term 1 Enhanced Surface Water Treatment Rule (LT1ESWTR) applies to all public water systems using surface water, or GWUDI, serving fewer than 10,000 persons. Sets a maximum contaminant level goal (MCLG) of zero for Cryptosporidium, 2-log Cryptosporidium removal requirements for systems that filter, and requires systems to calculate levels of microbial inactivation between others regulations. This is in addition to the existing requirements of the SWTR for minimum removal requirements for Giardia and viruses.

The 2006 Long Term 2 Enhanced Surface Water Treatment Rule (LT2ESWTR) applies to all PWSs that use surface water or GWUDI, it targets additional Cryptosporidium treatment requirements to higher risk system, requires provisions to reduce risks from uncovered finished water storage facilities, and states provisions to ensure that systems maintain microbial protection as they take steps to reduce the formation of disinfection by products.

Systems are classified in one of four risk bins based on source water Cryptosporidium monitoring results. Systems classified in the lowest risk bin (Bin 1) do not have any additional treatment/monitoring

requirements, while systems classified in the higher risk bins (Bins 2 through 4) are required to provide 90 to 99.7 percent (1.0 to 2.5 log) additional reduction of Cryptosporidium.

Applicable requirements for Trask include the following:

- Under Section 646529a of the Title 22, CCR, Trask must provide 99.9 percent (3-log) reduction of Giardia lamblia cysts, 99.99 percent (4-log) reduction of viruses, and 99 percent (2-log) reduction of Cryptosporidium.
- Ensure the clearwell provides disinfection contact time necessary to comply with the Surface Water Treatment Rule (SWTR). Routine sampling locations as well as repeat sampling locations must be located downstream of the clearwell.
- Monthly coliform samples be collected from drinking water sources. All sources should be monitored in accordance with the Vulnerability Assessment and Monitoring Frequency Guidelines. To comply with the LT2ESWTR, Trask Scout Reservation must submit a monitoring plan describing the sample location to DDW. After completing the corrective measures and receiving an approval from DDW to reactivate the water, Trask must submit the monitoring schedule portion of the monitoring plan to the Division for approval before placing the system back into service.
- Provide maximum day demand (MDD) to the County. This will verify that the stream pick-up is sufficient to meet the current MDD.
- Required to submit Electronic Annual Reports to DDW.

DISINFECTION BYPRODUCT RULE

The 1998 Stage 1 Disinfectants and Disinfection Byproduct Rule (DBPR) apply to all community water systems and non – community water systems that add a chemical disinfectant to their water, such as the Trask. The DBPR establishes maximum residual disinfectant levels for chlorine, chloramines, and chlorine dioxide, and maximum contaminant levels for total trihalomethanes (TTHM), haloacetic acids, bromate, and chlorite.

The EPA published the Stage 2 DBPR in the Federal Register on January 4, 2006, which is intended to reduce potential cancer, reproductive and development health risks from disinfection byproducts (DBPs) in drinking water, which form when disinfectants are used to control microbial pathogens.

SECTION 2: OVERVIEW OF EXISTING SYSTEM

2.1. Water Supply Source

Trask is located on the Sawpit Creek (Creek), central east of the Los Angeles River Watershed. The watershed encompasses a land area of 834 square miles, ranging from eastern portions from the Santa Monica Mountains to the Simi Hills and in the west from the Santa Susana Mountains to the San Gabriel Mountains. Flow ultimately flows south towards the Los Angeles River and into the San Pedro Bay.

Trask draws raw water from the Creek (see **Figure 2-1**). The Creek ascends from San Gabriel Mountain and flows west into the Sawpit Wash. Flow observed at Trask is characterized as flash flows and at times large quantities of flow can occur at short periods of time following the initial rainfall. In order to control the occasional flash flows, the Los Angeles County Flood Control District (LACFCD) has constructed a debris basin and dam located off the intersection of N. Canyon Boulevard and Oakglade Drive. Trask is located a mile northeast from the LACFCD dam. Water levels within the Creek varies depending on weather conditions and seasons.



Figure 2-1. Sawpit Creek and Existing Temporary Collection Point

2.2. Water Supply Demands

Trask utilizes the water supply from the Creek to provide potable water to its campers, BSA employees, and visitors. Water usage at Trask is depended on the number of visitors and campers at a given moment. **Table 2-1** below shows the number of individuals based on BSA estimates.

Table 2-1: Trask Scout Reservation Visitor Estimates

Role/Individual	Quantity	Note
Employee – Park Ranger	1	Park ranger on site at all times
Campers (including Chaperones/Scout Leaders)	300	Weekend attendees (Maximum)
Total Occupants	301	

Estimated water demand volume is based on the collected data from the Forest Service Handbook that tabulates water usage per person based on a variety of situations and other design parameters. **Table 2-2** below summarizes the chosen values for the design volume.

The average daily water demand per person is based on “Camping Facility – with flush toilets and showers”. Trask does not anticipate a high demand as majority of its demand occurs only during the weekend.

The peak factor varies based on the “Built Environment Image Guide for the National Forests and Grasslands” (BEIG). The BEIG is divided into eight provinces that provides a means of sorting recreation areas into groups with similar ecological and cultural characteristics. Trask is located within the southwest province with a peak factor value of 1.3. To be conservative with the design, a peak factor of 1.5 is used. For this study, the water treatment plant will be designed to produce a minimum of eight (8) gallons per minute (GPM) of potable water for distribution and consumption.

Table 2-2: Trask Scout Reservation Visitor Demand Estimates

Criteria	Quantity
(A) Total Occupants	301 Individuals
(B) Average Daily Water Demand per Person	25 GPCD ⁽¹⁾⁽²⁾
(C) Average Daily Demand (ADD) – (“A” x “B”)	7,525 GPD ⁽³⁾
(D) Peak Factor	1.5 ⁽²⁾
(E) Maximum Daily Demand (MDD) – (“C” x “D”)	11,288 GPD or 8 GPM

(1) GPCD = Gallons per Capita per Day

(2) Value obtained from the Forest Service Handbook

(3) GPD = Gallons per Day

2.3. Existing Water Quality

Eurofins Eaton Analytical provided a laboratory report of the raw water quality from samples collected at the Creek on April 2019. The samples were tested using standard method 9223 for coliform bacteria and EPA method 300.0 for nitrates. Results for the report can be found in **Appendix B**.

2.4. Existing Water Treatment Plant

The existing WTP draws water directly from the Creek. The inlet is buried within a concrete box structure along the stream bed and is gravity fed into the sand filter. The concrete box structure consists of gravel for initial removal of floatable and other solid materials. The gravity fed water main flows at a rate ranging from 3 to 10 GPM. Since then, the inlet at the concrete box structure has been damaged and clogged, and a temporary system has been installed, as shown in **Figure 2-1**. The temporary system pumps water from a 4-inch steel pipe into a pretreatment system consisting of a strainer, rapid sand filter, a 2-cell 1-micron cartridge filter, and diatomaceous earth filter. Following would be the existing 95 square foot slow sand filtration with maximum treatment capacity of 10 GPM. Excess water is removed through an overflow and is returned into the Creek. Treated water from the sand filter is discharged from a 6-inch pipeline into the existing 3,500-gallon clearwell with a peak flowrate of three (3) GPM. Disinfection using 12 percent sodium hypochlorite solution is introduced at the clearwell. The clearwell discharges at a flowrate of 75 GPM upon activation of the float switch. **Figure 2-2** on the following page shows a schematic of the existing WTP.

The existing slow sand filter provided removal for *Giardia Lamblia*, Viruses, and *Cryptosporidium* at 99% (2-Log), 90% (1-Log), and 99% (2-Log), respectively. In addition, the filter was designed to reduce turbidity to one (1) nephelometric turbidity units (NTU).

A test performed by DDW staff was done to observe the effectiveness of the disinfection within the clearwell. The test was conducted with the scenario of the inlet flow of 3 GPM to the clearwell and the outlet discharge of 75 GPM occurring simultaneously for 20 minutes. The suction of the discharge pump is located at a location near the inlet side of the clearwell and the disinfected was introduced at the opposite side. To conclude, with the float switch triggered, the clearwell did not provide sufficient contact time for the disinfectant to interact with the water. No pathogen removal credits were given to the disinfectant in the clearwell.

Note that no pathogen removal credits were also not granted towards the pretreatment system as the filter effluent did not meet DDW standards.

The existing WTP is not in compliance with Title 22, CCR, under Section 64652(a) for removal of various bacterial and viral contaminants. As a result, DDW issued on April 25, 2017 a Compliance Order for Violation of the Surface Water Treatment Rule (see **Appendix A**) to Trask due to the treatment deficiencies. **Table 2-3** compares the treatment capabilities of the existing WTP with requirements from DDW.

Table 2-3: Existing Trask WTP vs. DDW Standards

Treatment Criteria	Existing WTP	DDW Standard	Compliance Met?
<i>Giardia Lamblia</i>	99% (2-Log Removal)	99.9% (3-Log Removal)	No
Viruses	90% (1-Log Removal)	99.99% (4-Log Removal)	No
<i>Cryptosporidium</i>	99% (2-Log Removal)	99% (2-Log Removal)	Yes
Turbidity	1.0 NTU	0.3 NTU (95%)	No

Trask is not required to conduct monitoring of the distribution system for DBPs. However, DDW recommends that Trask conduct annual DBP monitoring of the distribution and provide a map of the distribution system, including sampling location, to DDW.

It is important to note that existing treatment system using the temporary raw water collection is still in use to produce water for not drinking purposes only (i.e. water for flushing toilettes).

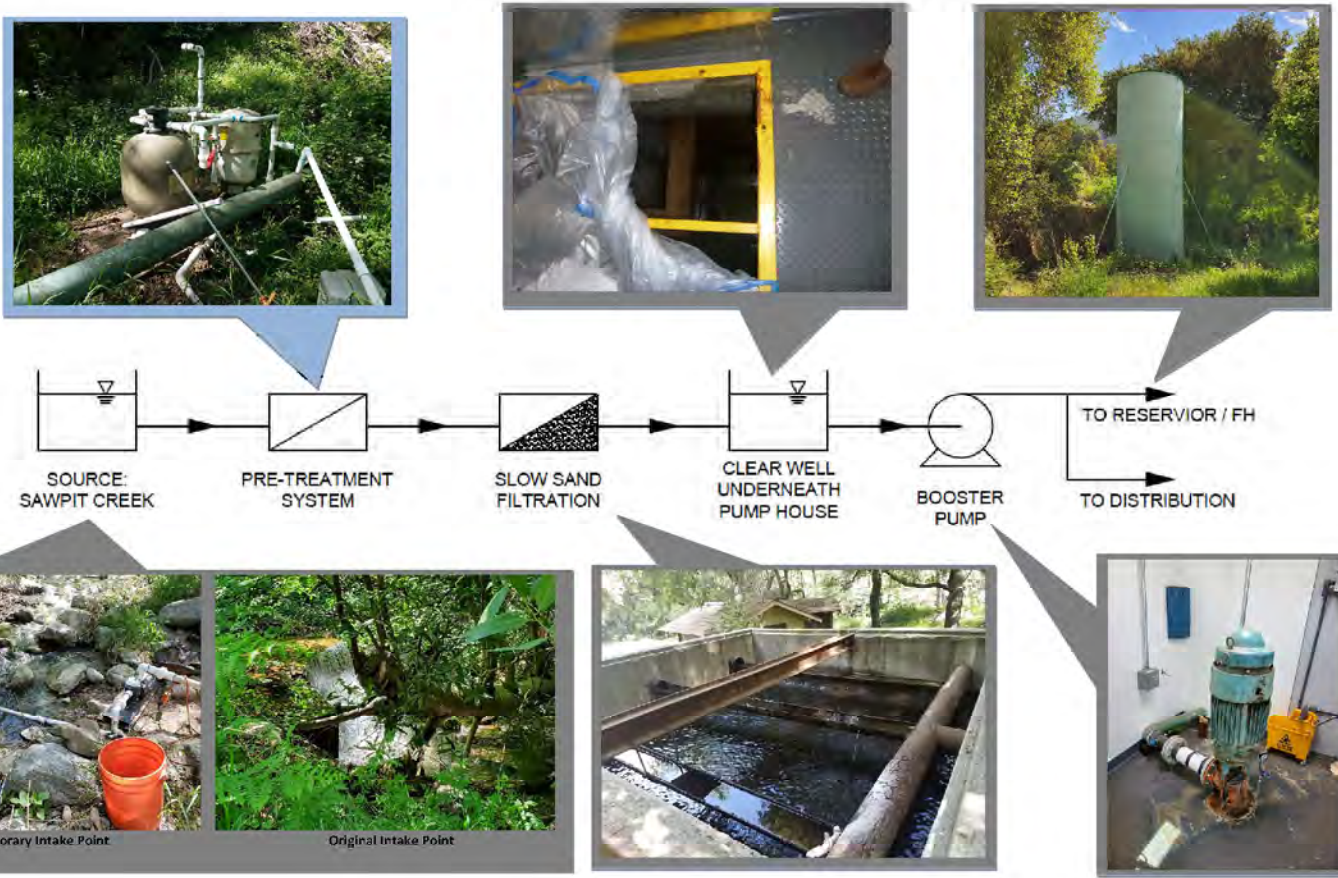


Figure 2-2: Trask Water Treatment Plant Schematic

2.5. Existing Water Distribution System

Upon treatment, water is either distributed to the various facilities on Trask or is sent upstream on a 4-inch pipeline towards the existing 25,000-gallon storage reservoir approximately 250-feet in elevation from the clearwell. Based on the elevation, the storage reservoir could provide a pressure of 80 to 100 PSI for the distribution system.

Trask operates under a closed system and does not connect to the City of Monrovia's water distribution system. The existing system is primarily distributed with 4" galvanized steel water mains to eight (8) unmetered services and 10 fire hydrants. 15,000-gallon retention is maintained in the storage reservoir at all times for fire protection. **Figure 2-3** on the following page shows the general layout of the distribution system and the reservation site. The operations and maintenance manual can be found in **Appendix J**.

2.6. Condition Based Assessment

A Condition Based Assessment (CBA) was performed to assess the existing WTP and water distribution at Trask. The CBA is based on visual and performance assessment of the various equipment, piping and treatment processes. A summary of the CBA is shown below on **Table 2-4**. See **Appendix C** for the full CBA of the Trask facilities.

Table 2-4: Summary of the Condition Based Assessment

Facility	Notes / Analysis
Stream Pickup Collection	Original intake point was dug out and damaged. Currently, the system is utilizing a temporary system that pumps directly from the stream. The pump is a 3/4 horsepower Flotec Pump.
Transmission Line	Transmission line appears to be in fair condition – no signs of leaks, corrosion, or other observable defects.
Pre-Treatment	Pre-Treatment system have been out of service since 2017. The system consisted of a strainer, cartridge filter, rapid sand filter, and a diatomaceous filter.
Slow Sand Filtration	Slow Sand Filtration have been out of service since 2017. The filtration does not exceed DDW treatment requirements. The proposed WTP will replace this filtration.
Pump House, Pump Station & Clearwell	Existing pump house is good condition. Floor plan is approximately 10.5-FT length x 10.5 - FT width and 7-FT height. Additional booster pump is needed for redundancy.
Distribution System	Distribution system appears to be in fair condition. Portions of pipe is shown on the surface traveling towards the storage reservoir. May consider adding additional coverage to protect the pipe. GLAAC-BSA requests additional fire hydrants within the project site.
Storage Tank	Existing 25,000-gallon steel tank is bolted on a concrete foundation. Portions of the tank shows damage with rust and corrosion. GLAAC-BSA request additional storage with an additional tank for fire protection and maintenance.



Figure 2-3: Site and Water Distribution System Layout

SECTION 3: WATER TREATMENT SELECTION

3.1. Water Treatment Criteria

Ensuring the proper selection of the WTP for Trask requires a complete understanding of the design criteria and the treatment objectives. The overall goals for the treatment processes are to produce treated water with the proper treatment barriers that meets DDW regulations and provide an appropriate level of treatment considering the raw water quality. **Table 3-1** below summarizes the treatment design criteria for Trasks WTP.

Table 3-1: Summary of Treatment Design Criteria

Design Criteria	Value / Notes
Treatment Capacity	Minimum 11,288 GPD (8 GPM)
Microbial Removal Requirements	
➤ Giardia Lamblia	99.9% (3-Log Removal)
➤ Viruses	99.99% (4-Log Removal)
➤ Cryptosporidium	99% (2-Log Removal)
Disinfection	Proposed WTP shall provide sufficient contact time for disinfection
Turbidity	Reduction to 0.3 NTU

The proposed WTP will also have the capabilities to operate under a variety of common situations dealt with treating surface water such as, but not limited to:

- Removal of floating / Suspended material (leaves, branches, algae, etc.)
- Operate with a wide range of surface water qualities caused by seasonal changes or storm events (increased turbidity, temperature changes, pH, alkalinity, dissolved oxygen, hardness etc.)
- Removal of anthropogenic contaminants
- Total Organic Carbon (TOC)
- Etc.

3.2. Other Considerations Factors

The proposed WTP will also consider other factors other than treatment capabilities. Table 3-2 discusses the various technical and financial considerations for the proposed WTP.

Table 3-2: Other Considerations for the WTP

Criteria	Value / Notes
<i>Technical Considerations</i>	
Site Layout	The proposed WTP and other relevant components shall fit in the available site at Trask
Minimal Operation	The proposed WTP is anticipated to operate at an as-needed basis. With only high demands expected on the weekends, WTP is primarily operated during those times.
Waste Generation	Backwash water from cleaning up treatment's filters is anticipated to be produced and proper disposal of that waste is required.
Future Improvements	The proposed WTP shall have the capability and space for expansion to include additional treatment trains as necessary in the future.

Criteria	Value / Notes
<i>Financial Considerations</i>	
Capital Cost	Proposed WTP shall be cost effective in design and performance
Operation and Maintenance	Proposed WTP shall be provide simplistic operation and maintenance as there is minimal availability in staff to operate the WTP.

3.3. Availability of Alternative Treatment Technologies

The selection of the preferred WTP is often location specific and depends on raw water quality characteristics, the overall water treatment goals, and residual management considerations.

Trask has expressed a preference for a package treatment plant that would meet EPA's SWTR requirement and operates at a remote campground. The package treatment plant must treat 11,288 gallons per day at minimum, work on solar and/or grid electrical power, easy to transport and operate, operate for few weeks unattended, meet the filtration and disinfection requirements of the SWTR, monitor and record treatment/disinfection parameters, and shut the water off if was not treated to standards.

There is a number of treatment technologies that have demonstrated filtration effectiveness to satisfy the requirement of the California Surface Water Treatment Rule (CCR, Title 22, Chapter 17, Section 64653 (f)) (CSWTR), as alternative filtration technologies. The CSWTR - Alternative Filtration Technology Summary California Department of Public Health-Division of Drinking Water and Environmental Management Technical Programs Branch lists technologies successfully demonstrated, accepted, and approved by DDW (see **Appendix D**).

3.4. Selection of Proposed Water Treatment Plant

Based on the provided raw water lab reports, site constraints, and budget, the WaterBoy® Pack Treatment (Model WB-14) was selected as the ideal WTP solution for Trask. **Figure 3-1** to the right shows a Standard WaterBoy® Unit. See **Appendix E** for the specifications for the WaterBoy® unit.

The Water Boy Package Treatment Unit is a system incorporating flocculation, clarification, and mix media filtration within an all-in-one compact, single tank unit. The unit is factory assemble and features relay logic controls, electric operated valves, tank mounted backwash and effluent pumps, and has a design flow capacity of 10 GPM.



Figure 3-1. Standard WaterBoy® unit

The proposed treatment unit shall be able to accomplish majority of the contaminant removal along with further treatment from disinfection with sufficient contact time in the clearwell. The clearwell will be modified with the appropriate monitoring systems to ensure proper contact time with the chlorine to the satisfaction of DDW requirements prior to storage.

SECTION 4: PROPOSED WATER TREATMENT PLANT & WATER DISTRIBUTION IMPROVEMENTS

4.1. Proposed Water Treatment Plant Configuration



Figure 4-1. Concrete Box Structure

The small compact footprint of the proposed WaterBoy® unit (7-FT length x 4-FT width) should fit in the same area as the existing slow sand filtration (10-FT length x 10-FT width). The existing sand filter will be removed and a shed will be installed in place to house the proposed water treatment and protect it from potential external hazards. Majority of the existing 4-inch steel intake pipe from the Creek to the existing sand filter and outlet to the clear well will be protected and remain in place with some minor modifications to ensure connections in and out of the proposed WTP.

At the concrete box structure where the original inlet is located (shown in **Figure 4-1**), the box will be cleaned out from silt accumulated over time and placed with new filter screens and gravel. The continued operation of this concrete box structure is crucial to provide sufficient pressure within the pipe leading into the proposed WTP. Based on the general elevation differences between the concrete box structure and the proposed WTP site, the difference should provide a minimum pressure of 10 PSI as required by the WaterBoy® unit. The existing pretreatment system will be removed as it no longer functions. By maintaining the operation of the concrete box structure, it eliminates the need for an inlet pump.



Figure 4-2. Clearwell / Pump House

The existing clearwell and pump house (shown in **Figure 4-2**) will remain in place. The existing clearwell will be modified to include mixers and monitoring equipment to ensure sufficient contact time with the treated water and disinfectant.

4.2. Proposed Water Distribution & Site Improvements

In addition to the proposed WTP, improvements will be made to the existing water distribution system to ensure its effectiveness and ease of operation of the system. Currently within the clearwell / pump house, there is only one (1) 15-HP booster pump. It is proposed to install an additional booster bump for redundancy. This would allow continuous operation of the pumps in the event that one pump fails to operate or is under maintenance.

At the storage reservoir site, GLAAC-BSA expresses to expand the existing 25,000-gallon storage capacity. As a result, due to the limited area, the existing storage will be removed and will be placed with two (2) 50,000-gallon storage reservoirs. Having an additional storage reservoir will maintain the capacity for fire flow demands and provides the convenience of continued operation in the event one storage reservoir is under maintenance. **Appendix I** contained herein highlights several potential selections for the proposed storage reservoirs.

Other improvements will consist of, but not limited to:

- Removal/Abandonment of existing valving, pipe work, and other appurtenances that may be in conflict with proposed facilities
- Re-grading the area after removal of existing slow sand filter and storage reservoir
- Installation of new package treatment system and auxiliary equipment
- Installation of new meter, shut off valve, pressure gauge, sampling tap, others at influent pipe
- Installation of electrical components
- Relying programmable logic controllers (PLCs) and telemetry systems to existing Trask Scout's centralized system
- Installation of a new backup generator for continued operations during a power outage
- Installation of at least six (6) new fire hydrants
- Installation of additional water fountains at the ranger's station
- Landscaping restoration

With limited staff to operate and maintain the WTP and water distribution system, these proposed improvements will provide an ease of operation with modern equipment and simplified monitoring systems that ensures effective treatment to DDW standards.

4.3. Summary of Opinions of Probable Cost

The base Opinion of Probable Project Cost for the project is \$732,600.00. The American Association of Cost Engineers (AACE) has defined different classes of Opinions of Probable Project Cost in an effort to establish expected accuracy range for various types of cost estimates. The appropriate class is based on the project's status and the level of developments. A table showing the classes of Opinion of Probable Cost is included in **Appendix F**. The Opinion of Probable Project cost presented in this report is considered a Class 3 estimate, with an expected accuracy of +30% to -10%. Therefore, the Opinion of Probable Project Cost ranges from \$659,340.00 to \$952,380.00.

The Opinion of Probable Project Cost is based on cost data developed from previous projects, vendor quotes and recently bid construction projects (see **Appendix G**). Bid climates can vary over time based on overall economic conditions and the availability of Contractors. The costs presented are in terms of year 2019 dollars and no attempt has been made to escalate these costs to a future date.

Opinion of Probable Operation and Maintenance (O&M) generally include labor associated with O&M of the plant, electricity, heating and cooling cost, chemical treatment, filter media cleaning/maintenance/replacement costs, equipment maintenance, others. The expected current cost of producing water at the proposed package treatment plant is \$1.75 /1,000 gallons. The O&M cost does not include the system wide cost for distribution and storage.

SECTION 5: PROJECT IMPLEMENTATION & PERMITS

5.1. Future Project Steps

Implementation of a proposed WTP proceeds through a series of steps generally outlined in **Figure 5-1** below.

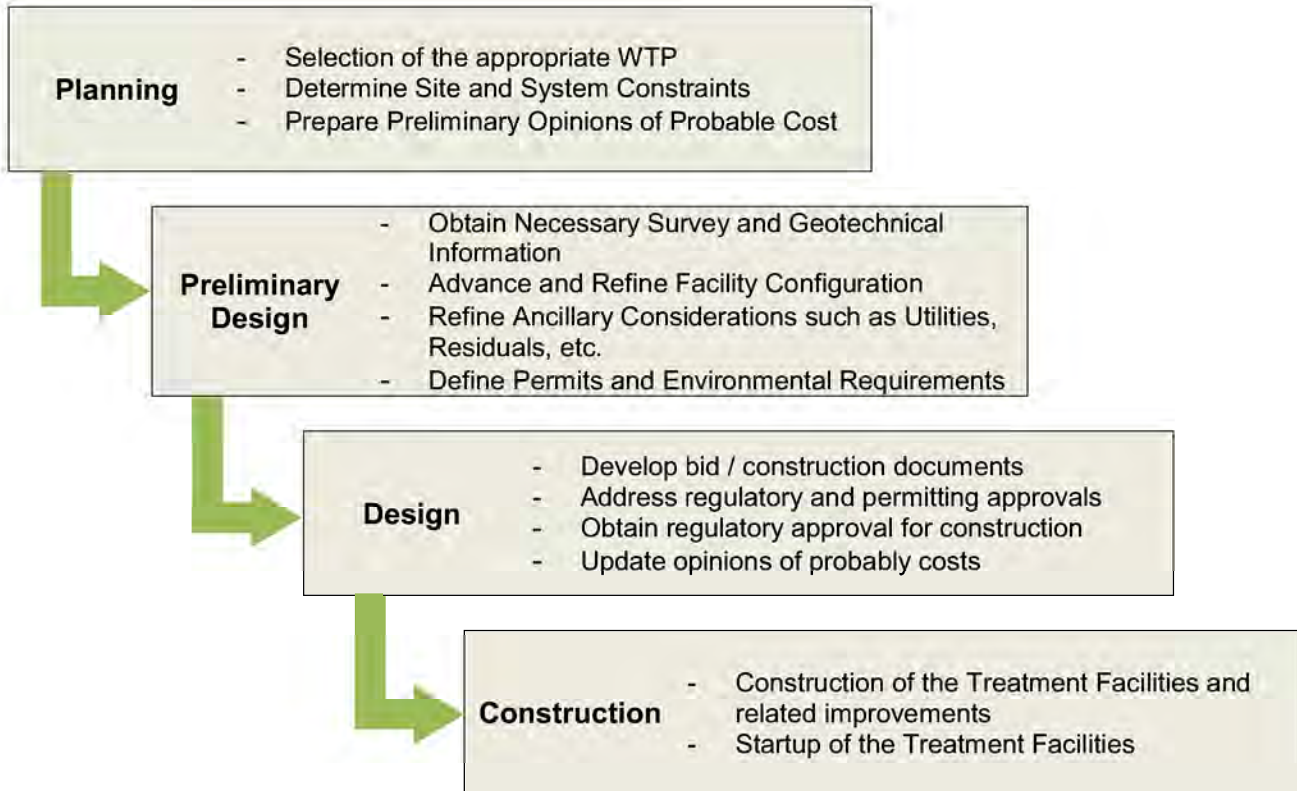


Figure 5-1. Project Implementation Flow Diagram

DDW requested the Preliminary Concept Report and thirty percent (30%) design plans (**pending**) per grant purposes and to comply with Proposition 68 requirements.

5.2. Anticipated Project Schedule

The Design – Build (D – B) will be the project delivery method for implementation and construction of the proposed improvements at Trask. Design – Build is a project delivery system in which the design and construction services are contracted by a single entity known as the design – builder or design – build contractor. It relies on a single point of responsibility contract and is used to minimize risks for the project owner and to reduce the delivery schedule by overlapping the design phase and construction phase of the project.

The anticipated project implementation schedule for the construction of the proposed improvements at Trask is shown in **Table 5-1** on the following page. This schedule assumes a Design – Build approach with consistent construction progress without any delays. A full detailed project schedule can be found on **Appendix H**.

Table 5-1: Summary of Project Schedule

Task	Estimate Date of Completion
Finalized Concept Report & Preliminary Estimate	05/22/2019
30% Design Plans & Technical Specifications	06/25/2019
Environmental & DDW Approval	08/06/2019
Project Bidding & Award to Contractor	09/12/2019
Completion of Construction	02/13/2020

5.3. Project Funding: Proposition 68

The anticipated funding for the proposed improvements at Trask will primarily be grants received from the Parks and Water Bond Act of 2018 (Proposition 68). Proposition 68 authorized \$4 billion in general obligation bonds for improvements in state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects.

To receive funding from Proposition 68, coordination with representatives from the California Conservation Corps (CCC) and the certified community conservation corps represented by the California Association of Local Conservation Corps (CALCC). This is required to ensure the proper review of the project scope and feasibility.

5.4. Required Permits

The objective of this section is to identify and address all state and governmental regulations that apply to the implementation of the Trask Scout Reservation Water System Rehabilitation and Enhancement project, the agencies that enforce them and situations that need reviews and approval.

Expected permits for the Trask Scout Reservation are:

CONSTRUCTION STORMWATER GENERAL PERMIT:

Stormwater regulations are managed by the State Water Resources Control Board. Regulations are adopted by each county in California through a municipal stormwater permit. The Trask Scout Reservation is expected to have a soil disturbance of less than one (1) acre which triggers the need of a stormwater pollution prevention plan (SWPPP) instead, the Contractor must prepare a Water Pollution Control Plan that implements best management practices (BMPs) during construction to prevent/minimize stormwater pollution.

GRADING PERMIT:

A grading permit provides formal permission to perform grading in accordance with the accepted documents (plans, specifications, calculations, etc.) The City of Monrovia provides grading plan check services as part of the grading permit process. Grading plans shall be prepared and designed in accordance with City's Public Works Department Standard Plans, the California Building Code, and the Standard Specification for Public Work Construction (Green Book), all latest editions.

ELECTRICAL SERVICE PERMIT:

The permit is required for the installation, alteration, addition or replacement of electrical wiring, devices, appliances or equipment, and to comply with the minimum standards of the California Energy Code, title 24, Part 6. The electrical permit shall be issued for the work proposed to be installed as described in the permit application and no deviation from the work proposed to be installed shall be made without the written approval of City of Monrovia's Building & Safety Division.

STATE WATER RESOURCES CONTROL BOARD:

As previously mentioned in this report, the State Water Resources Control Board, acting by and through its Division of Drinking Water issued a Compliance Order for Violation of the Surface Water Treatment Rule, No. 04-22-17R-001 stating that the existing water treatment at the Trask Scout Reservation was not properly designed to provide adequate, clean, safe water, and needed to provide the SWRCB suggested corrective actions necessary to bring the water system into compliance.

BUILDING PERMIT:

A building permit may be necessary for the housing (shed) of the proposed water treatment plant at Trask Scout Reservation. The expected shed size is over 200 square feet which triggers the need of a permit. Building plans shall be filed and approved by City of Monrovia's Building & Safety Division.

MECHANICAL PERMIT:

Above-ground water storage tanks are regulated by the California Building Code, the California Fire Code, the Zoning Code, and other regulations therefore needing a permit. Each request for approval of an above-ground water storage tank will be reviewed by City's of Monrovia's Planning Division. The Contractor shall secure permit for construction and inspection, without inspection and final approval of installation, a permit to operate and maintain this storage tanks by the Trask Scout Reservation will be denied.

Table 5.3 in next page identifies the permits above mentioned including guidance to regulatory procedures, contacts and/or internet resources, and process time.

TABLE 5.3: TRASK SCOUT RESERVATION – PERMIT REQUIREMENTS

Civil Permit Requirements			
Applicability	Civil Permit Requirements		
	Requirement (Authority)	Guidance/ Standards	More Information
Stormwater /Drainage			
<ul style="list-style-type: none"> Land disturbing activities, including construction, clearing, excavation, etc. 	<p>Stormwater/ Drainage Permit (State Water Resources Control Board) Not Triggered</p>	<p>City of Monrovia https://www.cityofmonrovia.org/your-government/public-works/stormwater</p>	<p>A State Water Resources Control Board (SWRCB) Construction General Permit/Stormwater Pollution Prevention Plan(SWPPP) is triggered when more than 1 acre of soil disturbance is associated with the construction project. Expected Soil Disturbance for the Trask Scout Reservation: *Treatment Area = 2,000 sqft *Tanks Area = 2,500 sqft. Total expected soil disturbance = 4,500 sqft = 0.1 acre; therefore SWPPP are NOT triggered</p>
<ul style="list-style-type: none"> New/replace impervious surface or land disturbance > 7,000 sq. ft. Clearing, grading, and excavating activities that disturb ≥1 acre and discharge stormwater to surface waters. 	<p>Construction Stormwater General Permit (State Water Resources Control Board)</p>	<p>City of Monrovia https://www.cityofmonrovia.org/your-government/public-works/stormwater</p>	<p>Expected Soil Disturbance for the Trask Scout Reservation over 7,000 sqft.; clearing, grading, and excavating activities. Contractor to provide a Water Pollution Control Plan including Best Management Practices (BMPs)</p>
Grading			
<ul style="list-style-type: none"> Land disturbing activities, including construction, clearing, excavation, etc. of 100+ yards 	<p>Grading Permit (City of Monrovia)</p>	<p>Requires Temporary Erosion/Sediment Control Plan Approval</p>	
Electrical Service			
<ul style="list-style-type: none"> New or upgraded electrical service New or altered electrical service for construction 	<p>New Service Questionnaire (Engineering Review) (City of Monrovia) Temporary Power (City of Monrovia)</p>	<p>Contact Engineering Dept. early in the process</p>	

Environmental Permit Requirements			
Applicability	Environmental Permit Requirements		
	Requirement (Authority)	Guidance/ Standards	More Information
State Water Resources Control Board – Division of Drinking Water			
<ul style="list-style-type: none"> • Surface Water Treatment Rule • Environmental – Silt removal from creek accumulated over time at raw water collector 	<p>Compliance Order No. 04-22-17R-001 (California- State Water Resources Control Board, Division of Drinking Water)</p> <p>California Environmental Quality Act (CEQA)</p>	<p>See Compliance Order in Appendix- A</p>	<p>Submittals required by this Compliance Order shall be addressed to:</p> <p>Shu-Fang Orr, P.E. District Engineer, Los Angeles District Division of Drinking Water State Water Resources Control Board 500 North Central Ave, Suite 500, Glendale, CA 91203</p> <p>CEQA document to be determined by City of Monrovia.</p>

Construction Permit Requirements			
Applicability	Construction Permit Requirements		
	Requirement (Authority)	Guidance/ Standards	More Information
Building Permits			
<ul style="list-style-type: none"> • New Construction 	<p>Building Permit (City of Monrovia)</p>		<p>Package Water Treatment Housing – Shed 14Lx10Wx8H does not trigger a new construction permit. It is considered not a permanent structure.</p>
Trade Permits			
<ul style="list-style-type: none"> • Mechanical Equipment (installation, alteration, replacement of tanks) 	<p>Mechanical Permit (City of Monrovia)</p>		


APPENDICES: REQUIRED FORMS

- Appendix B: Non-Collusion Affidavit
- Appendix C: Consultant's Acknowledgement of Compliance with Insurance
- Appendix D: Certification of Proposal

**Appendix B
Non-Collusion Affidavit**

The undersigned declares states and certifies that:

1. This Proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This Proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Manhattan Beach or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Manhattan Beach public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.



Signature of Authorized Representative

Shahnawaz Ahmad

Name of Authorized Representative

President

Title of Authorized Representative


This executed form must be submitted with Scope of Work proposal.

Appendix C

Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional/ Consultant Services

Consultant agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal and accepts all conditions and requirements as contained therein.

Consultant: Shahnawaz Ahmad, SA Associates
Name (Please Print or Type)

By: 
Consultant's Signature

Date: September 15, 2021

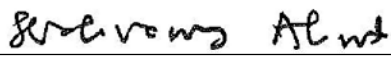
This executed form must be submitted with Scope of Work proposal.

Appendix D
Certification of Proposal

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP) No. E1264-21S.

- 1) Proposer declares and warrants that no elected or appointed official, officer or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City, during the term of his/her service with the City shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- 2) By submitting the response to this request, Proposer agrees, if selected to furnish services to the City in accordance with this RFP.
- 3) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
- 4) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- 5) The proposal response includes all of the commentary, figures and data required by the Request for Proposal.
- 6) The proposal shall be valid for 120 days from the date of submittal.

Name of Proposer: SA Associates

By: 
(Authorized Signature)

Type Name: Shahnawaz Ahmad

Title: President

Date: September 15, 2021

This executed form must be submitted with Scope of Work proposal.



1130 W. Huntington Drive, Unit 12
Arcadia, CA 91007
Tel 626.821.3456
Fax 626.445.1461
www.saassociates.net

EXHIBIT B
APPROVED FEE SCHEDULE



SECTION 1B: FEE SCHEDULE AND RATE SHEET

HOURLY RATE SCHEDULE

Position	Hourly Rates
Project Manager – Harvey Gobas	\$165.00
Project Manager – Jorge Lovo	\$150.00

NOTE: All rates listed above are effective to December 31, 2023
All rates subject to change at next Contract Renewal

PART 1C

CONSULTANT EXPENES

REIMBURSABLES

On-Site Vehicle Mileage will be billed at	\$0.62/mile
Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at	cost + 15%
Postage Delivery Service, Express Mail	cost + 15%

NOTE: All rates listed above are effective to December 30, 2022

EXHIBIT C
TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute “public works” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. Therefore, as to those Services that are “public works”, Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Consultant’s Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.
7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant

shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.



RESOLUTION
BOARD OF DIRECTORS
OF
SA ASSOCIATES
January 2, 2007

As of January 2, 2007, the following persons hold the officer positions as noted:

Shahnawaz Ahmad, President

Shahnawaz Ahmad, Vice President

Shahnawaz Ahmad, Secretary/Treasurer

When acting within his capacity, he alone is authorized to execute proposals, contracts, agreements, purchase orders, lien wavers, and other appropriate documents on behalf of SA Associates.

By Shahnawaz Ahmad

Shahnawaz Ahmad
President, Vice President, and Secretary/Treasurer

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND SA ASSOCIATES

This First Amendment (“Amendment No. 1”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and SA Associates, a California corporation (“Consultant”) (collectively, the “Parties”) is hereby made effective as of the date of the last authorized representative signature below (“Effective Date”).

RECITALS

A. On June 1, 2022, the City and Consultant entered into an agreement for professional services for the Consultant to provide Project Management On-Call services (“Agreement”);

B. The Parties now desire to amend the Agreement to extend the term.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby revised to extend the term of the Agreement through December 31, 2025, unless sooner terminated as provided in Section 12 of the Agreement.

Section 2. Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year of the last authorized representative signature shown below.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

SA Associates,
a California corporation

DocuSigned by:
By: Bruce Moe, City Manager
Name: Bruce Moe 10/28/2023
Title: City Manager

DocuSigned by:
By: Shahnawaz Ahmad, President
Name: Shahnawaz Ahmad 10/24/2023
Title: President/Secretary

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
Name: Liza Tamura 10/30/2023
Title: City Clerk

APPROVED AS TO FORM:

DocuSigned by:
By: David Snow 10/27/2023
Name: ~~Quinn M. Barrow~~ David Snow
Title: City Attorney, Acting

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Steve S Charelian, Finance Director
Name: Steve S. Charelian 10/26/2023
Title: Finance Director

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee 10/24/2023
Title: Public Works Director

AMENDMENT NO.2 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND SA ASSOCIATES

This Second Amendment (“Amendment No. 2”) to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation (“City”) and SA Associates, a California corporation (“Consultant”) (collectively, the “Parties”) is hereby made effective as of the date of the last authorized representative signature below (“Effective Date”).

RECITALS

A. On June 1, 2022, the City and Consultant entered into an agreement for professional services for the Consultant to provide Project Management On-Call Services (“Original Agreement”).

B. On October 30, 2023, the City and Consultant entered into Amendment No. 1 to extend the term to December 31, 2025.

C. The Original Agreement as amended by Amendment No. 1 and Amendment No. 2 is hereinafter referred to as the “Agreement.”

D. The Parties now desire to amend the Agreement to increase the Maximum Compensation and modify the Scope of Services and Approved Fee Schedule.

NOW, THEREFORE, in consideration of the Parties’ performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:

Section 1. Section 2. Section 3.A of the Agreement is hereby amended to increase the Maximum Compensation amount by \$24,940.00 for a new Maximum Compensation of \$74,866.00.

Section 3. Exhibit A “Scope of Services” of the Agreement is hereby supplemented by the Scope of Services attached to this Amendment.

Section 4. Exhibit B “Approved Fee Schedule” of the Agreement is hereby supplemented by the Approved Fee Schedule attached to this Amendment.

Section 5. Except as specifically amended by this Amendment No. 2, all other provisions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 2 on the day and year first shown above.

City:

Consultant:

City of Manhattan Beach,
a California municipal corporation

SA Associates,
a California corporation

Signed by:
By: Talyn Mirzakhanian, City Manager
Name: Talyn Mirzakhanian
Title: City Manager
Date: 3/17/2025

DocuSigned by:
By: Shahnawaz Ahmad, President
Name: Shahnawaz Ahmad
Title: President /Secretary
Date: 2/20/2025

ATTEST:

DocuSigned by:
By: Liza Tamura, City Clerk
Name: Liza Tamura
Title: City Clerk
Date: 3/17/2025

APPROVED AS TO FORM:

DocuSigned by:
By: Quinn M. Barrow, City Attorney
Name: Quinn M. Barrow
Title: City Attorney
Date: 3/17/2025

APPROVED AS TO FISCAL IMPACT:

DocuSigned by:
By: Onyx Jones, Interim Finance Director
Name: Onyx Jones
Title: Interim Finance Director
Date: 2/20/2025

APPROVED AS TO CONTENT:

DocuSigned by:
By: Erick Lee
Name: Erick Lee
Title: Public Works Director
Date: 2/20/2025

AMENDMENT NO. 2 – EXHIBIT A-2 SCOPE OF SERVICES

SA Associates will continue to provide the City of Manhattan Beach (City) with qualified project managers on an on-call basis for project management services for various Capital Improvement Projects (CIP), including Park and Recreation Projects.

Project Management Services will be provided during the following phases:

- Design
- Advertising, Bidding, and Construction Contract
- Construction and Project Close-out

Park and Recreation Projects:

1. Pour-in-Place Surfacing at Three Parks

Description: The City will replace the loose fill with pour-in-place surfacing at Polliwog Park, Marine Avenue Park, and Manhattan Village Park.

Scope of Work:

- Prepare a Request for Proposals (RFP) for bidding.
- Review and evaluate contractor proposals.
- Assist in contractor selection.
- Oversee project milestones and timelines.

Deliverables: RFP for bidding; contractor recommendation report.

2. Sand Dune Park Improvements

Description: Following City Council's approval of the conceptual design on 9/17/24, the City will proceed with improvements at Sand Dune Park.

Scope of Work:

- Develop RFP for design and construction documents.
- Coordinate with Parks and Recreation staff, stakeholders, and community.
- Facilitate the selection of design and construction firms.

Deliverables: RFP for design and construction services; design selection report.

3. Replace Lights at Manhattan Village Field

Description: The City will investigate project delivery options for replacing lights at Manhattan Village Field, potentially leading to an RFP for design services.

Scope of Work:

- Investigate project delivery options and provide recommendations.
- Prepare an RFP for design services if applicable.

- Coordinate with City staff to finalize the project approach.
- Deliverables: Investigation report; RFP for design services (if applicable).

**AMENDMENT NO. 2 – EXHIBIT B-2
APPROVED FEE SCHEDULE**

Fee Schedule

Hourly Charge Rate			
Position	Hourly Rate	Hours	Total
Project Manager	\$ 172	145	\$ 24,940
Reimbursables			
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at			\$.70/mile
Reproduction, special photograph, printing, and any other services performed by subcontractor will be billed at			cost + 15%
Postage Delivery Service, Express Mail			cost + 15%

NOTE: All rates listed above are effective until December 31, 2025.