

DESIGN SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated May 7, 2019 ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and SA Associates, Inc., a California corporation ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. 1200-19S on November 30, 2018, titled "Engineering Design Services for Sewer Infrastructure Improvement Project". Consultant submitted a proposal dated January 23, 2019 in response to the RFP.

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 as an independent contractor 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") for professional engineering design services, attached as **Exhibit A**. Consultant's proposal is attached as **Exhibit D**. 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 in conformance with the project timeline set forth in **Exhibit A**.

Approved for Use 1/4/19

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, 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 June 30, 2021, 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**. Consultant shall not be paid more than \$205,000.00 for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Manager, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant’s performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by 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. In no case shall the City pay more than \$20,500 for such additional services. 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. 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 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.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, discussion, or other information (collectively "Data and Documents") 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

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 and Documents 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 Data and Documents, including computer files containing Data and Documents generated for the Services, 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, are claimed to 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, contractors 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)(2).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the 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 the payment of all consequential damages (collectively “Claims”), 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, contractors 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, except for Claims 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 Claim 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 the Indemnitees in connection therewith.

2) 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 B.2).

3) 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 indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims 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’s subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors 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 Claims 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 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 hold harmless and indemnification provisions in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, Claims, tax, assessment, penalty or interest asserted against City.

E. Survival of Terms. The indemnification in 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. 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:

If to City:

Attn: Tim Birthisel
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5368
Email: tbirthisel@citymb.info

If to Consultant:

Shahnawaz Ahmad, P.E., President
SA Associates, Inc.
1130 West Huntington Drive, Unit 12
Arcadia, CA 91007
Telephone: (626) 821-3456
Email: sahmada@saassociates.net

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

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, C and D 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:

City of Manhattan Beach,
a California municipal corporation

Consultant:

SA Associates, Inc.,
a California corporation

By: _____

Name: Bruce Moe
Title: City Manager

By: Shahnawaz Ahmad

Name: Shahnawaz Ahmad
Title: President & Secretary

ATTEST:

By: _____

Name: _____
Title: _____

By: _____

Name: Liza Tamura
Title: City Clerk

PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED

APPROVED AS TO FORM:

By: _____

Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____

Name: Steve S. Charelian
Title: Finance Director



SECTION II: METHODOLOGY AND WORK PLAN

METHODOLOGY - TECHNICAL APPROACH

As your Consultant, SA Associates will provide quality resources to manage and complete the Project. We will work within the framework of the Project Documents, City staff, and the Contractor to execute our tasks in a timely manner. We consider ourselves to be available not as contract representatives but as an extension of your staff. For our projects, we believe in developing and maintaining clear lines of communication between all project parties, being proactive in identifying construction issues, and working diligently toward resolution of issues. Based on this approach, you will be assured of a complete project that complies with your project designs and is in accordance with the standards of the industry.

SA Associates' overall approach for your projects is to provide hands on engineering in order to create robust contract documents and reduce the risk for change orders and to avoid delays in the construction. With regard to streamlining the design phase of the projects, the key technical approach to be used by the design team is as follows:

- Expedite coordination among all affected parties including utility information requests
- Evaluate design alternatives immediately
- Sequence project tasks to occur simultaneously where possible (i.e., evaluate alternatives for connections during the field survey and digital topo preparation)
- Sequence meetings to occur at favorable days/times (i.e., meetings with City staff and other meetings with impacted agencies/personnel to occur simultaneously or subsequently)

WORK PLAN – SCOPE OF WORK

As defined in your RFP, we will provide design services as required under your scope of services, which will serve as the basis for this Project and **will not be reiterated here**. We will execute each of these tasks through our proposed Scope of Work that includes the following major categories:

- Task I – Engineering Design Services
- Task II – Construction Support Services

A detailed description of the major task categories is as follows:

Task I – Engineering Design Services

1. Conduct a Kickoff Meeting with City staff in order to introduce key staff members, learn the organization structure of the City's project team and discuss the project objectives. A meeting agenda will be prepared for the Kickoff Meeting and Meeting Minutes will be submitted to the City within five (5) working days, and before distribution. The project schedule will also be discussed, and if necessary, appropriate changes will be made.



2. Analyze the existing as-built, atlas, and topographic data pertinent to the Project. We will coordinate with City staff to obtain all available record drawings within the project limits, including record plans of all City-owned utilities in those streets and alleys.
3. Conduct utility research and coordinate with utility companies to obtain as-built records and/or atlas maps in order to identify all utilities within the project limits. This information will be clearly delineated on the project base map. The first utility notice information requests will be sent to each utility company requesting verification of location, size and depth of facilities within the project limits. Upon completion of the preliminary plans, these plans will be sent back to the respective companies for a second utility notice for their review and to identify any need for relocation. Subsequent utility notices will be issued as necessary to resolve any potential conflicts and to request the need to relocate. All utility coordination will be logged.
4. Conduct a thorough investigation of the CCTV videos of sewer segments to identify, verify the defects as mentioned in the City's WWMP, and to provide an effective solution to remediate the defects. A list will be compiled identifying the sewer reach locations and the respective manhole ID, types of defects and location in the sewer main, and a recommended solution strategy for each defect. We will provide the list of recommended solutions to the City for approval.
5. Conduct a topographic survey to obtain necessary design topography for open trench sewer main replacement. All surface features within the right of way shall be located by survey including all utilities, valve covers, water meters, manholes, vaults, pull boxes, hydrants, catch basins, etc. The basis of the horizontal and vertical control shall be North American Datum of 1983 (NAD 83) and North American Vertical Datum of 1988 (NAVD 88), respectively. All field topography shall be collected electronically using modern survey equipment for data processing and preparation of a digital AutoCAD file. In addition, each existing sewer manhole will be dipped to determine the invert elevations.
6. Conduct additional site investigations as necessary to familiarize ourselves further with the project sites, to verify surface features on the topographic survey, and to verify utility locations. We will also conduct a site walk to identify any potential design and construction conflicts. In addition, all ADA curb ramps will be inspected for compliance. All non-compliant ADA curb ramps will be identified for replacement. We will also conduct a site walk with the City Project Manager and/or inspector after the 60% submittal to determine potential design conflicts.
7. Develop a potholing plan for locating and profiling existing underground utilities with the objective to verify horizontal and vertical depths, obtain detailed information of a tie-in connection or avoid potential crossing interferences and conflicts. The potholing plan will be sent to the City for approval. Potholing performed shall include repair utilizing slurry backfill per City Standard (ST-10) MBSI-102-01. Upon completion, the pothole results will be submitted to the City for review.
8. Conduct a geotechnical investigation at each project location. The investigation will show adequate borings portraying the type of soil, suitable backfill, presence of groundwater, and any other design recommendations. The investigation will also



include soils testing for contamination from nearby oil related industries. The contamination test will analyze for, but not be limited to, carbon-chain total petroleum hydrocarbon (TPH-cc), volatile organic compounds (VOCs), organic lead, and California Title 22 metals per US EPA Testing Methods. For this Project, 16-18 boring samples will be performed. The Final Report will include all findings and recommendations for each category, at each project location.

9. Plans will be submitted on full-size (24x36) regular bond, edge-bound paper. The water improvements plan sheets will consist of plan, profile, details, and sections. Plan and profile sheets will be scaled at 1" = 20' horizontal and 1" = 4' vertical. Since there are no changes in street grading and no roadway widenings, street improvement plans will consist of only plan views at 1" = 20' scale and no profiles. At this point, we anticipate the plans to consist of the following sheets as shown on the table to the right.

Sewer Infrastructure Improv. FY2018-2019	
Sheet Title	Total Sheets
Title Sheet	1
General Notes & Index Map	2
Plan & Profile Sheets	9
Details Sheet	2
Pavement Plan Sheets	5
Pavement Details Sheet	1
Traffic Control Sheets	4
Total	24

Traffic control plans (TCPs) will be developed in conjunction with the phasing plan. Majority of the locations will not require traffic control plans as most locations are within local streets. However, for the locations mentioned on Table 3 in Section I, these locations require TCPs due to heavy traffic. The plans will be developed in 1" = 40' scale. Traffic control elements such as lane closures, no parking zones, and public transportation stop locations will be developed with the assistance of the City and the field engineering staff.

Design Plan submittals will include 60%, 90%, and 100% Final stages for review and comment. Development of each design stage will address and incorporate all City and utility agency comments and concerns. Submittals will be in PDF and DWG format. Three (3) Hard copies, including wet signed and sealed mylar plans, will also be provided.

10. Prepare and submit the specifications, which shall conform to the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, City Standard Plans, and any other applicable plans and specifications. The Specifications will contain the bid schedule, front end documents (i.e., Notice Inviting Bids), and Technical Specifications. We will ensure that specifications clearly convey technical information for quality acceptance, performance characteristics, and permissible construction methods in line with the City's expectations, latest engineering practices, and local, state, federal regulations. Specifications will be submitted at 60%, 90%, and 100% Final stages. Submittals will be in three (3) hard copies and in PDF format. Wet signed and sealed hard copies will also be provided. SA Associates will prepare bid and contract documents that easily convey to prospective contractors all bidding requirements and contractual obligations expected of the successful bidder.



11. Develop and submit the Engineer's Quantity and Cost Estimates for the project during 60%, 90%, and 100% Final stages. The cost estimate will be tabularized in the same format as the construction document bid sheet. Submittals will be in PDF format. Three (3) hard copies will also be provided.
12. Meet with City staff to review the design submittals and to obtain additional input. A total of three (3) coordination meetings will be scheduled with City staff. We will coordinate and meet with utility companies as necessary. A final PS&E package will be submitted to the City upon review and implementation of its comments.

Task II – Construction Support Services

1. Attend the pre-bid meeting.
2. Assist the City in providing clarification to contract documents and responses to Requests for Information/Requests for Clarification (RFIs/RFCs). We will prepare supplementary sketches to resolve field construction issues and to interpret the Plans and Specifications. We will record all questions and responses in writing and deliver the resulting written document to the City. Assume five (5) RFIs/RFCs.
3. Assist the City in the preparation of bid addenda as necessary to address RFIs/RFCs.
4. Attend the pre-construction conference.
5. Provide As-Built Drawing Set reflecting the Redline Sets of the Contractor and Inspector following completion of construction. Ensure these drawings demonstrate accurately how the Contractor built the project and what changes were made during the construction process.

**EXHIBIT B
APPROVED FEE SCHEDULE**



CITY OF MANHATTAN BEACH

**ENGINEERING DESIGN SERVICES FOR
SEWER INFRASTRUCTURE IMPROVEMENT PROJECT - RFP No. 1200-19S**

Fee Estimate

Phase No.	Item	PM	Engr.	CAD	QA/QC	Survey	Traffic	Road & ADA	Sec.	Subs	Direct Costs	Total	
												Hours	\$
Task IA	Preliminary Engineering Design Services	8	24	24	4	88	0	8	9	\$ 26,290	\$1,306	165	\$60,000
Task IB	Engineering Design Services & Project Management	76	188	259	45	0	64	80	48	\$ 19,220	\$1,799	760	\$127,000
Total for Task I		84	212	283	49	88	64	88	57	\$ 45,510	\$3,105	925	\$187,000
Task II	Bidding & Construction Support Services	18	56	28	10	0	0	0	10	\$0	\$676	122	\$18,000
TOTAL FOR Task I & II		102	268	311	59	88	64	88	67	\$ 45,510	\$ 3,781	1,047	\$ 205,000



HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$175.00
Engineer	\$150.00
Quality Assurance/Quality Control	\$215.00
Traffic Engineer	\$175.00
Road Engineer	\$175.00
AutoCAD Designer	\$ 98.00
Secretary	\$ 88.00
Survey (Two-Person Crew)	\$250.00

Reimbursable In-House Costs

Photo Copies	\$0.15/each
Blueprints	\$0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	\$0.62/mile

Other Reimbursables

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 31, 2019

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, Contractor 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”, Contractor 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. Contractor 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. Contractor shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Contractor and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Contractor or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Contractor shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Contractor’s Services are subject to compliance monitoring and enforcement by DIR. Contractor 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. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

6. Contractor 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 Contractor 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 Contractor or by any subcontractor.

7. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor 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. Contractor shall comply with and be bound by the provisions of Labor Code seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor 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, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Contractor 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 Contractor 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 Contractor or any subcontractor becomes debarred or suspended during the duration of the project, the Contractor shall immediately notify City.

10. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by the Contractor 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 Contractor 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, Contractor 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, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor 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. Contractor 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. Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor'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 Contractor, 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 Contractor under this Section shall survive the termination of the Agreement.



SECTION I: UNDERSTANDING SCOPE OF SERVICES

PROJECT UNDERSTANDING

It is our understanding that the City of Manhattan Beach (City) is seeking to engage a professional engineering consultant to provide engineering and design services for sewer improvements throughout the City on an annual basis for the next three fiscal years: FY 2019-2020, FY 2020-2021, and FY 2021-2022. This proposal will be awarded for only FY 2019-2020 and the contract may be extended to the following fiscal years upon satisfactory and timely completion of bid documents for the first year.

According to the City's 2010 Wastewater Master Plan (WWMP), these sewer reaches have been rated as "severe structural deficiencies" based on a CCTV inspection review performed in 2008-2009. These segments exhibit structural defects such as pipe deformity, multiple fractures, locations of broken pipe with noticeable soil intrusion, joint offsets, etc. A brief summary of the FY 2019-2020 locations is shown in **Table 1** below. A map depicting all of the FY 2019-2020 locations is shown on **Figure 1** on the following page.

No.	LOCATION/LIMITS	DESCRIPTION/MASTER PLAN RECOMMENDATION
S-G1	1st St. , between Palm Dr. and Manhattan Ave.	6-inch VCP. Location not identified as a priority in WWMP. Sewer located north of centerline. Manholes shown in both street and sidewalk/driveway. Existing pavement is concrete.
S-G3	Manhattan Beach Blvd. , between Ocean Dr. and Manhattan Ave.	6-inch VCP. Location not identified as a priority in WWMP. Sewer located north of centerline. Manholes shown in street.
S-G4	26th Pl. , between Vista Dr. and 160 ft. east Vista Dr. , between 26 th Pl. and 27 th St.	Both segments 8-inch VCP. Per WWMP, segment on 26 th Pl. and Vista Dr. are ranked at 5 th and 65 th in priority, respectively. Sewer may intercept LACSD trunk at Vista Dr. and 27 th St. Defects consist of broken with soil visible, and pipe deformity. Recommendation: replacement and point repair.
S-G6	9th St. , between Manhattan and Highland Ave.	6-inch VCP. Sewer located south of centerline, under sidewalk/curb and gutter. Per WWMP, segment ranked at 2 nd in priority. Defects consist of broken pipe with soil visible, and obstruction. Recommendation: point repair and heavy-duty cleaning.
S-G7	2nd St. , between Herrin St. and 300 ft. east	8-inch VCP. Sewer located south of centerline on street. Per WWMP, segment ranked at 4 th in priority. Defects consist of broken pipe with voids visible, deformed pipe, and multiple fractures. Recommendation: replacement.



No.	LOCATION/LIMITS	DESCRIPTION/MASTER PLAN RECOMMENDATION
S-G8/9	8th St. , between Manhattan and Highland Ave.	8-inch VCP. Location not identified as priority in WWMP. Sewer located within private residential yards with retaining walls. Recommendation per RFP, relocate to pedestrian walkway, if feasible.
S-G10	Rosecrans Ave. , between Oak Ave. and Sepulveda Blvd.	8-inch VCP. Sewer located south of centerline. Per WWMP, segment ranked at 6 th in priority. Defects consist of pipe deformity. Recommendation: point repair at deformity.
S-G11	3rd St. , between Ocean Dr. and Manhattan Ave.	6-inch VCP. Sewer located within private residential yards with retaining walls. Per WWMP, segment ranked at 7 th in priority. Defects consist of broken pipe with soil visible, pipe deformity, and obstruction. Recommendation per RFP, relocate to pedestrian walkway, if feasible.
S-G12	18th St. , between Flournoy Rd. and 300 ft. west	8-inch VCP. Sewer located on street. Per WWMP, segment ranked at 3 rd in priority. Defects consist of broken pipe, pipe deformity, and offset joints. Recommendation: point repair.
S-G13	Marine Ave , between Alma Ave and 300 ft. east	6-inch VCP. Sewer located north of centerline. Per WWMP, segment ranked at 8 th in priority. Defects consist of broken pipe with voids visible and various joint offsets. Recommendation: replacement.
S-G14	Rowell Ave. , between Curtis Ave. and 150 ft. north	6-inch VCP. Sewer located east of centerline. Per WWMP, segment ranked at 9 th in priority. Defects consist of various joint offsets. Recommendation: replacement.
S-G15	20th St. , between Highland Ave. and 350 ft. east	6-inch VCP. Sewer located within private residential yards with retaining walls. Per WWMP, segment ranked at 10 th in priority. Defects consist of broken pipe with voids visible and various joint offsets. Recommendation per RFP, relocate to pedestrian walkway, if feasible.
S-G16	Vista Dr. , between 23 rd and 24 th St.	6-inch VCP. Sewer located within one-way street. Per WWMP, segments ranked at 11 th in priority. Defects consist of broken pipe with voids visible and various joint offsets.

TABLE 1: LIST OF PROJECT LOCATIONS AND DESCRIPTION

One factor to consider is the chance of increased severity in structural defects from what was initially noted from the CCTV inspection in 2008-2009. Recommendations mentioned in the Wastewater Master Plan may not be a suitable repair option when approaching these sites. Another factor to consider is the location of several of these sewer segments. Locations S-G8/9, S-G11, and S-G15 encroaches into private resident yards with retaining



walls. According to Los Angeles County Assessor Map records, there exists a 40 to 50 foot public right-of-way that encompasses the pedestrian walkways and residential yards. We understand that the City's preferential location for new utilities are within pedestrian walkways.

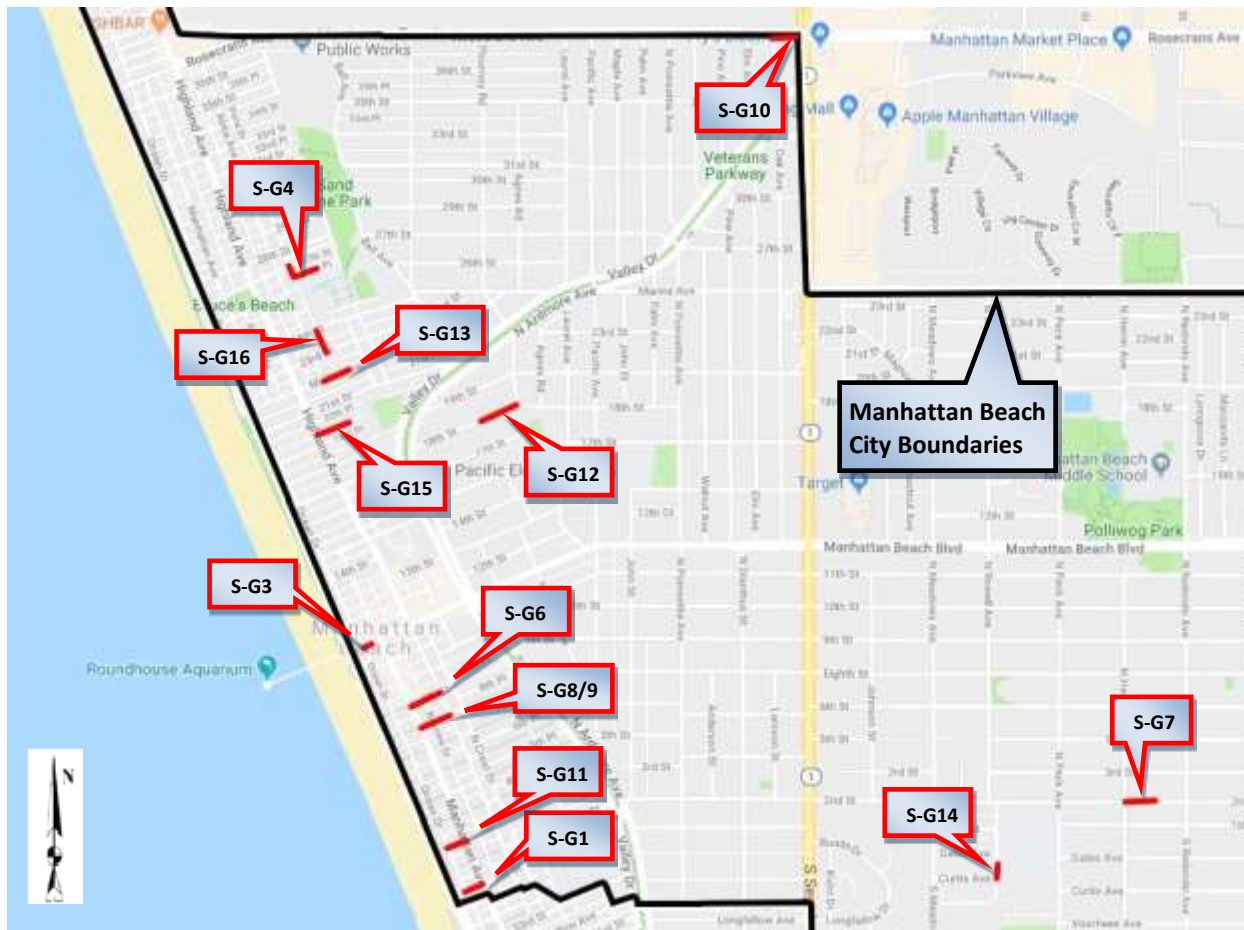


FIGURE 1: LOCATIONS OF SEWER MAIN IMPROVEMENTS FOR FY 2019-2020 (RED)

Relocation of the proposed sewer to the walkway portion may have its constraints such as presence of existing utilities and separation requirements. Other potential improvement methods may be investigated such as trenchless technologies if open trench is not feasible. All options will be explored upon review of all site constraints, constructability review and cost feasibility to ensure an effective design that satisfies all City (including the Dig Once Policy) and separation requirements.

At location S-G4, the existing sewer main may intercept with LA County Sanitation Districts (LACSD) at the intersection of Vista Drive and 27th Street as shown in the City's Wastewater Master Plan. In the event that is the case, we are prepared to coordinate with LACSD to ensure compliance with all standards and regulations.

We understand that many of the proposed locations are near the coast, in areas of low elevations where groundwater may be encountered. We will ensure that dewatering is



included in the Special Provisions and the Contractor provides a detailed plan, operation and removal schedule for dewatering prior to trenching.

We also understand the City is envisioning spot repairs and/or sewer segment replacement between two or more successive manholes. The conventional method of open-cut for removal-and-replacement spot repair / segments with emergency back-up pumps (bypass) shall be the standard construction method. If determined necessary, the existing service laterals and appurtenances will be re-connected, replaced or added to the new proposed system to ensure compliance with local regulations.

As part of the topographic land survey, during the design phase, each existing sewer manhole lid will be physically removed and each manhole carefully observed. It may be beneficial to record the sewer main size, invert elevations, and depth of flow of all of the sewer mains entering each existing sewer manhole and to identify the presence of drop manholes. The condition of each manhole will be reported along with a repair/replacement recommendation if necessary.

Also, we understand that pavement surface restoration is requested after trenching. Therefore, we will comply with the City's preference and restoration methods (i.e. T-section, grind and overlay, slurry seal, etc.). We are also aware that the City requires a full street grind and overlay pavement resurfacing for any improvement that extends one full city block. For location S-G1, 1st Street between Palm Drive and Manhattan Avenue, we observed that the existing pavement is concrete. Rehabilitation for that location will be in accordance with City Standard (ST-10) MBSI-102-01 unless otherwise directed by the City. Any cross gutters within project limits that are broken will be removed and replaced. All non-compliant curb ramps within project limits will be removed and replaced with ADA compliant curb ramps. It is noted that the RFP does not indicate the modification of existing driveways to be ADA compliant, and it will not be a part of our scope.

In terms of construction, the work will consist of, but not be limited to, removal and replacement of existing piping and appurtenances, excavation/backfill, traffic control, sewer bypass, reconnection and/or replacement of existing sewer laterals, pavement repair, pre-construction CCTV of all proposed segments to confirm preferred method of improvement, and post construction CCTV videos of newly installed sewer main in accordance with City standards and the Project Specifications.

Based on our past experience with sewer improvement projects, it is understood that paying attention to detail during the design phase, and ensuring to illustrate and specify what construction is required, reduces unnecessary burden and cost for all of the parties involved during the construction phase. Emphasizing the limits of start and stop times and the need for proper traffic control for arterial streets is important for public convenience.

SA Associates will provide accurate construction ready bidding documents such as plans, specifications, cost estimates, project management and engineering support for this project, ensuring value engineering, efficiency, and project reliability during the design development.



SITE VISIT/PRELIMINARY OBSERVATIONS

We visited the project sites to better understand the characteristics of each sewer main segment, its' potential impact to business, institutional, and/or residential areas within the affected street, as well as pinpointing the location of existing utilities and present conditions (i.e., cleanouts, manholes, etc.), separations between utilities, pavement type and condition, potential location of new sewer main alignments, street type (local, arterial, collector, etc.), overhead wires, and likely involvement of other agencies having jurisdiction. Photos were taken for further evaluation and for record purposes. **Photos 1** through **4** provide a representative sample of photos taken during our site visit.

Exhibits A and **B** contained herein provides further analysis of the existing conditions of a few of the project locations and needed work for the Project.



PHOTO 1: USA MARKINGS SHOWING LOCATION OF EXISTING UNDERGROUND UTILITIES ON 2ND ST (LOCATION S-G7)



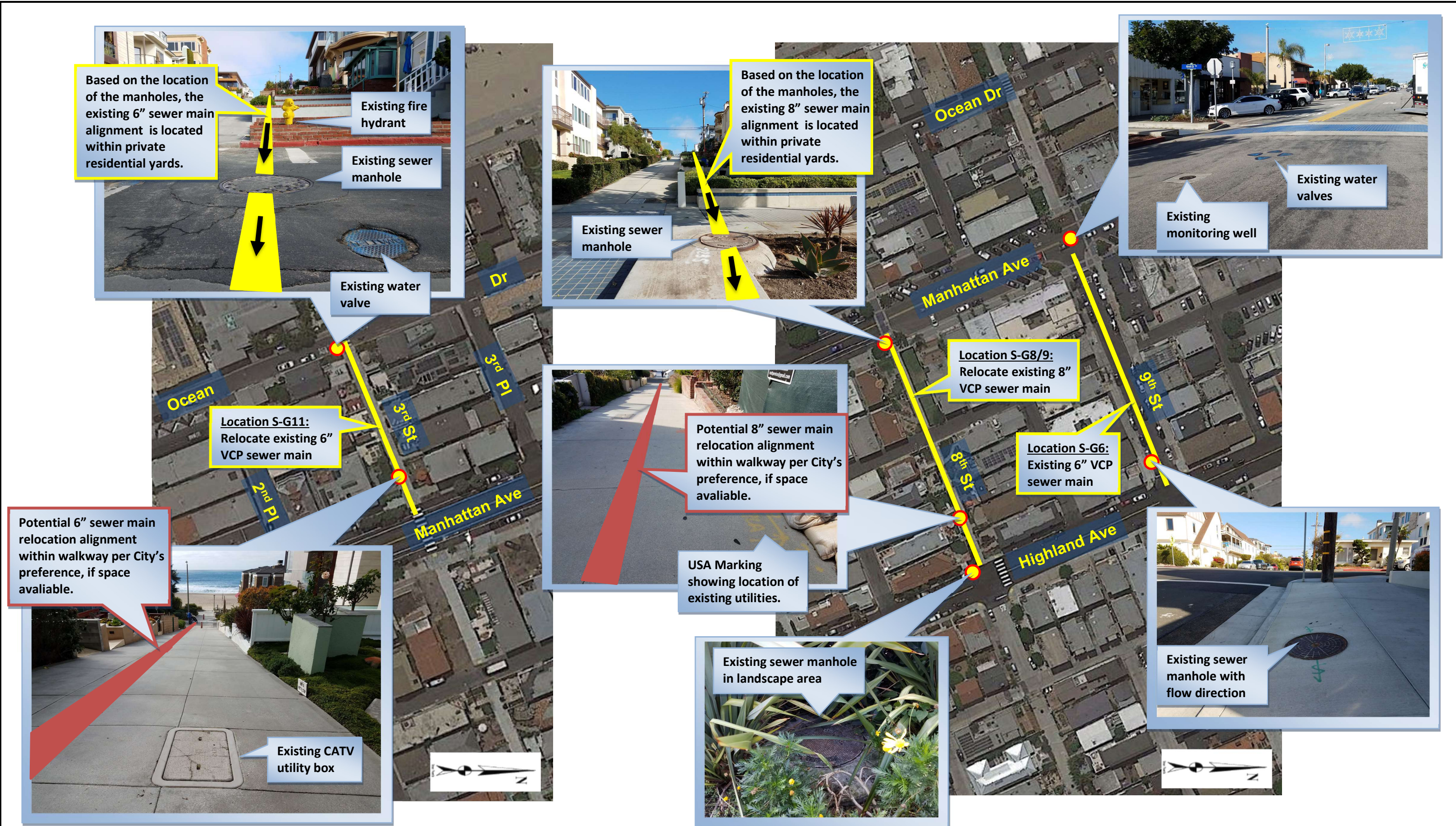
PHOTO 2: EXISTING SEWER MANHOLE AT THE INTERSECTION OF ROWELL AND CURTIS AVE (LOCATION S-G14)



PHOTO 3: ON 8TH ST PEDESTRIAN WALKWAY VIEWING WEST TOWARDS THE PACIFIC OCEAN (LOCATION S-G8/9)



PHOTO 4: FIRE HYDRANT AT THE INTERSECTION OF THE 8TH ST PEDESTRIAN WALKWAY AND MANHATTAN AVE (LOCATION S-G8/9)







EXISTING UTILITIES

During our investigation of the sites, we noted some of the utilities present, including sewer, water, storm drain, electric, telephone, cable, and gas lines. **For the purpose of expediting the utility coordination process, should we be the selected consultant, we have already done preliminary utility research using DigAlert and obtained contact information for the utility companies. Table 2 below provides a list of utility companies present in the project sites:**

AGENCY	CONTACT	NUMBER	EMAIL
California Water Service	Frank Scotty	310-257-1400	fscotty@calwater.com
Charter Communications	Utility Coordinator	310-750-9185	rpw.design@charter.com
Chevron Oil Company	Pascual Alvarez	310-669-4021	pdzp@chevron.com
City of El Segundo	Lifan Xu	310-524-2368	lxu@elsegundo.org
City of Hermosa Beach	Homayain Behboodi	310-318-0212	hbehboodi@hermosabch.org
City of Redondo Beach	Javier Urista	310-372-1171	javier.urista@redondo.org
Crimson Pipeline LP	Utility Coordinator		landepartment@crimsonpl.com
Crown Castle	Utility Coordinator	888-632-0931	fiberdigteam@crowncastle.com
Frontier Communications	Dan Hayes	310-793-4159	dan.hayes@ftr.com
LA County Public Works	Gus Nakhoul	626-488-3124	
LA County Sanitation District	Engineering Counter	562-908-4288	engineeringcounter@lacsdsd.org
Level 3 Communications	Utility Coordinator	877-366-8344	relo@centurylink.com
Plains All American Pipeline	Paula Bawden	562-728-2371	pjbawden@paalp.com
Shell Oil Company	Clarinda Maldonado	310-816-2063	splc-encroachments@shell.com
SoCal Edison Company	Gilbert Aceves	909-329-9445	maprequests@sce.com
SoCal Gas Company - Dist.	Utility Coordinator	714-634-5067	AtlasRequests/WillServeAnaheim@semprautilities.com
SoCal Gas Company – Trans.	Utility Coordinator		SoCalGasTransmissionUtilityRequest@semprautilities.com
Terradex, Inc.	Keith Hooper	650-227-3254	keith@terradox.com



AGENCY	CONTACT	NUMBER	EMAIL
T-Mobile	Shawn Henderson	818-840-0808	shenderson@synergy.cc
West Basin Municipal Water District	Frank Fuchs	310-660-6255	frankf@westbasin.org

TABLE 2: SA ASSOCIATES UTILITY RESEARCH - COMPANIES WITHIN PROJECT VICINITY

KEY ISSUES/CONSTRAINTS/PROBLEMS TO BE ANTICIPATED DURING THE CONSTRUCTION

The Project is a complex but manageable project that involves multiple facets, including utility company coordination, City coordination, and private property owner coordination. Based on our site visits and our general understanding of the project requirements, we believe the following to be key project issues:

- Utility Verification & Protection (Including Optional Potholing)

Based on our experience with several recent water infrastructure projects on both the design and construction management side, we have the experience to ensure that utilities are located properly and protected during construction while minimizing risk of change orders to the City. The project limits contain significant utility presence which affects the proposed alignments and tie-in connection points with existing main lines. The utility situation is complex but manageable. To reduce costs associated with the protection of utilities and change orders during construction, the design will consider not only utility information provided from the City and underground utility companies, but also thorough field investigation and a strategic potholing plan. Any potholing performed shall include backfill per City Standards. We intend to include a specification section to protect existing utilities, which will include temporary and even permanent 1 sack cement slurry protection. It will also be advantageous to provide for utility protection in the Bid Items descriptions in the measurement and payment section of the Specifications to emphasize utility protection and to avoid the risk of change orders.

- Safety of Public

Due to the various schools (Pennekamp Elementary, Grand View Elementary, and American Martyrs School), businesses, tourist attractions (downtown Manhattan Beach and pier) and residential neighborhoods within the project limits, it is important to maintain pedestrian and vehicular safety. It will also be important to provide proper barriers to keep public out of the work areas. This can be covered in part on the plans, under the General Notes and in the Specifications. It will also be advantageous to provide for public safety in Bid Items descriptions in the Measurement and Payment section of the Specifications to emphasize public safety and avoid the risk of change orders.



- Traffic Control, Driveway Access, & Parking Lot Stalls

For the overall project, proper traffic control will be required to ensure that the Project does not pose safety concerns to the commuters and the public. Most of the proposed improvements are within residential, commercial, and some school areas served by local roads. Therefore, it is expected that the MUTCD/WATCH shall be sufficient. However, there are a few locations we believe traffic control plans may be required, as shown in **Table 3** below.

No.	LOCATION/LIMITS	JUSTIFICATION
S-G6	9th St. , between Manhattan and Highland Ave.	Manhattan and Highland Ave. is observed to have high traffic volume.
S-G8/9	8th St. , between Manhattan and Highland Ave.	Manhattan and Highland Ave. is observed to have high traffic volume.
S-G10	Rosecrans Ave. , between Oak Ave. and Sepulveda Blvd.	Rosecrans Ave. and Sepulveda Blvd. are two major arterial streets with high traffic volume.
S-G15	20th St. , between Highland Ave. and 350 ft. east	Highland Ave. is observed to have high traffic volume.

TABLE 3: LOCATIONS REQUIRING TRAFFIC CONTROL PLANS

- Construction Phasing & Trenching

To reduce the time period that trench plates are in use at any specific point along the alignment, the work along the various segments should be specified to be constructed in phases. The location of existing service connections and manholes will be studied to determine the optimal locations to phase construction for public safety and to reduce public complaints due to noise. The proposed phasing can be included in the Summary of Work and Sequence of Construction portion of the Specifications.

Construction work, unavoidably, is never a clean or noiseless business. It can involve the use of large construction equipment to break out roads, excavate deep trenches and haul heavy materials to and from the site. Throughout construction, normal day to day street use will be disrupted as temporary accommodations must be made for parking, vehicle and pedestrian traffic, trash pick-up and emergency access, therefore a forecast of anticipated upcoming impacts and mitigation measures shall be clearly stated in the specifications.

- Coordination with City

In order to facilitate sewer improvement work, it will be necessary to ensure close coordination with City staff/operators to assist in dewatering, bypass, and start-up. To minimize customer complaints, it will be necessary to coordinate with the City and the Contractor to make certain that proper public notification is provided. As



your design team, we will assist the City to ensure the Project Plans and Specifications facilitate this coordination.

- Coordination with Outside Agencies as Necessary

Due to the location and impact of this project, there is likely to be some coordination with other agencies, and owners or representatives of impacted properties. During the course of the design, we are prepared to coordinate with outside agencies and property owners as necessary. Concerning specification provisions for construction, we can provide for necessary Contractor coordination in the Specifications. Also, it will be advantageous to ensure that the Bid Items include a thorough description of coordination requirements in the measurement and payment section to avoid the risk of change orders.

- Public Outreach to Properties Affected

During development of specifications, SA Associates will work with the City to determine considerations for residents to ensure notifications prior to construction, access, and limit disruptions.

Based on the conclusions stated above, it is important that the design team reflect well on the values of the City. With this in mind, SA Associates is committed to providing quality staff members who are not only capable of satisfying the project tasks but who also have a track record of similar projects and working well with all impacted agencies and local residents.



SECTION II: METHODOLOGY AND WORK PLAN

METHODOLOGY - TECHNICAL APPROACH

As your Consultant, SA Associates will provide quality resources to manage and complete the Project. We will work within the framework of the Project Documents, City staff, and the Contractor to execute our tasks in a timely manner. We consider ourselves to be available not as contract representatives but as an extension of your staff. For our projects, we believe in developing and maintaining clear lines of communication between all project parties, being proactive in identifying construction issues, and working diligently toward resolution of issues. Based on this approach, you will be assured of a complete project that complies with your project designs and is in accordance with the standards of the industry.

SA Associates' overall approach for your projects is to provide hands on engineering in order to create robust contract documents and reduce the risk for change orders and to avoid delays in the construction. With regard to streamlining the design phase of the projects, the key technical approach to be used by the design team is as follows:

- Expedite coordination among all affected parties including utility information requests
- Evaluate design alternatives immediately
- Sequence project tasks to occur simultaneously where possible (i.e., evaluate alternatives for connections during the field survey and digital topo preparation)
- Sequence meetings to occur at favorable days/times (i.e., meetings with City staff and other meetings with impacted agencies/personnel to occur simultaneously or subsequently)

WORK PLAN – SCOPE OF WORK

As defined in your RFP, we will provide design services as required under your scope of services, which will serve as the basis for this Project and **will not be reiterated here**. We will execute each of these tasks through our proposed Scope of Work that includes the following major categories:

- Task I – Engineering Design Services
- Task II – Construction Support Services

A detailed description of the major task categories is as follows:

Task I – Engineering Design Services

1. Conduct a Kickoff Meeting with City staff in order to introduce key staff members, learn the organization structure of the City's project team and discuss the project objectives. A meeting agenda will be prepared for the Kickoff Meeting and Meeting Minutes will be submitted to the City within five (5) working days, and before distribution. The project schedule will also be discussed, and if necessary, appropriate changes will be made.



2. Analyze the existing as-built, atlas, and topographic data pertinent to the Project. We will coordinate with City staff to obtain all available record drawings within the project limits, including record plans of all City-owned utilities in those streets and alleys.
3. Conduct utility research and coordinate with utility companies to obtain as-built records and/or atlas maps in order to identify all utilities within the project limits. This information will be clearly delineated on the project base map. The first utility notice information requests will be sent to each utility company requesting verification of location, size and depth of facilities within the project limits. Upon completion of the preliminary plans, these plans will be sent back to the respective companies for a second utility notice for their review and to identify any need for relocation. Subsequent utility notices will be issued as necessary to resolve any potential conflicts and to request the need to relocate. All utility coordination will be logged.
4. Conduct a thorough investigation of the CCTV videos of sewer segments to identify, verify the defects as mentioned in the City's WWMP, and to provide an effective solution to remediate the defects. A list will be compiled identifying the sewer reach locations and the respective manhole ID, types of defects and location in the sewer main, and a recommended solution strategy for each defect. We will provide the list of recommended solutions to the City for approval.
5. Conduct a topographic survey to obtain necessary design topography for open trench sewer main replacement. All surface features within the right of way shall be located by survey including all utilities, valve covers, water meters, manholes, vaults, pull boxes, hydrants, catch basins, etc. The basis of the horizontal and vertical control shall be North American Datum of 1983 (NAD 83) and North American Vertical Datum of 1988 (NAVD 88), respectively. All field topography shall be collected electronically using modern survey equipment for data processing and preparation of a digital AutoCAD file. In addition, each existing sewer manhole will be dipped to determine the invert elevations.
6. Conduct additional site investigations as necessary to familiarize ourselves further with the project sites, to verify surface features on the topographic survey, and to verify utility locations. We will also conduct a site walk to identify any potential design and construction conflicts. In addition, all ADA curb ramps will be inspected for compliance. All non-compliant ADA curb ramps will be identified for replacement. We will also conduct a site walk with the City Project Manager and/or inspector after the 60% submittal to determine potential design conflicts.
7. Develop a potholing plan for locating and profiling existing underground utilities with the objective to verify horizontal and vertical depths, obtain detailed information of a tie-in connection or avoid potential crossing interferences and conflicts. The potholing plan will be sent to the City for approval. Potholing performed shall include repair utilizing slurry backfill per City Standard (ST-10) MBSI-102-01. Upon completion, the pothole results will be submitted to the City for review.
8. Conduct a geotechnical investigation at each project location. The investigation will show adequate borings portraying the type of soil, suitable backfill, presence of groundwater, and any other design recommendations. The investigation will also



include soils testing for contamination from nearby oil related industries. The contamination test will analyze for, but not be limited to, carbon-chain total petroleum hydrocarbon (TPH-cc), volatile organic compounds (VOCs), organic lead, and California Title 22 metals per US EPA Testing Methods. For this Project, 16-18 boring samples will be performed. The Final Report will include all findings and recommendations for each category, at each project location.

9. Plans will be submitted on full-size (24x36) regular bond, edge-bound paper. The water improvements plan sheets will consist of plan, profile, details, and sections. Plan and profile sheets will be scaled at 1" = 20' horizontal and 1" = 4' vertical. Since there are no changes in street grading and no roadway widenings, street improvement plans will consist of only plan views at 1" = 20' scale and no profiles. At this point, we anticipate the plans to consist of the following sheets as shown on the table to the right.

Sewer Infrastructure Improv. FY2018-2019	
Sheet Title	Total Sheets
Title Sheet	1
General Notes & Index Map	2
Plan & Profile Sheets	9
Details Sheet	2
Pavement Plan Sheets	5
Pavement Details Sheet	1
Traffic Control Sheets	4
Total	24

Traffic control plans (TCPs) will be developed in conjunction with the phasing plan. Majority of the locations will not require traffic control plans as most locations are within local streets. However, for the locations mentioned on Table 3 in Section I, these locations require TCPs due to heavy traffic. The plans will be developed in 1" = 40' scale. Traffic control elements such as lane closures, no parking zones, and public transportation stop locations will be developed with the assistance of the City and the field engineering staff.

Design Plan submittals will include 60%, 90%, and 100% Final stages for review and comment. Development of each design stage will address and incorporate all City and utility agency comments and concerns. Submittals will be in PDF and DWG format. Three (3) Hard copies, including wet signed and sealed mylar plans, will also be provided.

10. Prepare and submit the specifications, which shall conform to the Standard Specifications for Public Works Construction, Standard Plans for Public Works Construction, City Standard Plans, and any other applicable plans and specifications. The Specifications will contain the bid schedule, front end documents (i.e., Notice Inviting Bids), and Technical Specifications. We will ensure that specifications clearly convey technical information for quality acceptance, performance characteristics, and permissible construction methods in line with the City's expectations, latest engineering practices, and local, state, federal regulations. Specifications will be submitted at 60%, 90%, and 100% Final stages. Submittals will be in three (3) hard copies and in PDF format. Wet signed and sealed hard copies will also be provided. SA Associates will prepare bid and contract documents that easily convey to prospective contractors all bidding requirements and contractual obligations expected of the successful bidder.



11. Develop and submit the Engineer's Quantity and Cost Estimates for the project during 60%, 90%, and 100% Final stages. The cost estimate will be tabularized in the same format as the construction document bid sheet. Submittals will be in PDF format. Three (3) hard copies will also be provided.
12. Meet with City staff to review the design submittals and to obtain additional input. A total of three (3) coordination meetings will be scheduled with City staff. We will coordinate and meet with utility companies as necessary. A final PS&E package will be submitted to the City upon review and implementation of its comments.

Task II – Construction Support Services

1. Attend the pre-bid meeting.
2. Assist the City in providing clarification to contract documents and responses to Requests for Information/Requests for Clarification (RFIs/RFCs). We will prepare supplementary sketches to resolve field construction issues and to interpret the Plans and Specifications. We will record all questions and responses in writing and deliver the resulting written document to the City. Assume five (5) RFIs/RFCs.
3. Assist the City in the preparation of bid addenda as necessary to address RFIs/RFCs.
4. Attend the pre-construction conference.
5. Provide As-Built Drawing Set reflecting the Redline Sets of the Contractor and Inspector following completion of construction. Ensure these drawings demonstrate accurately how the Contractor built the project and what changes were made during the construction process.

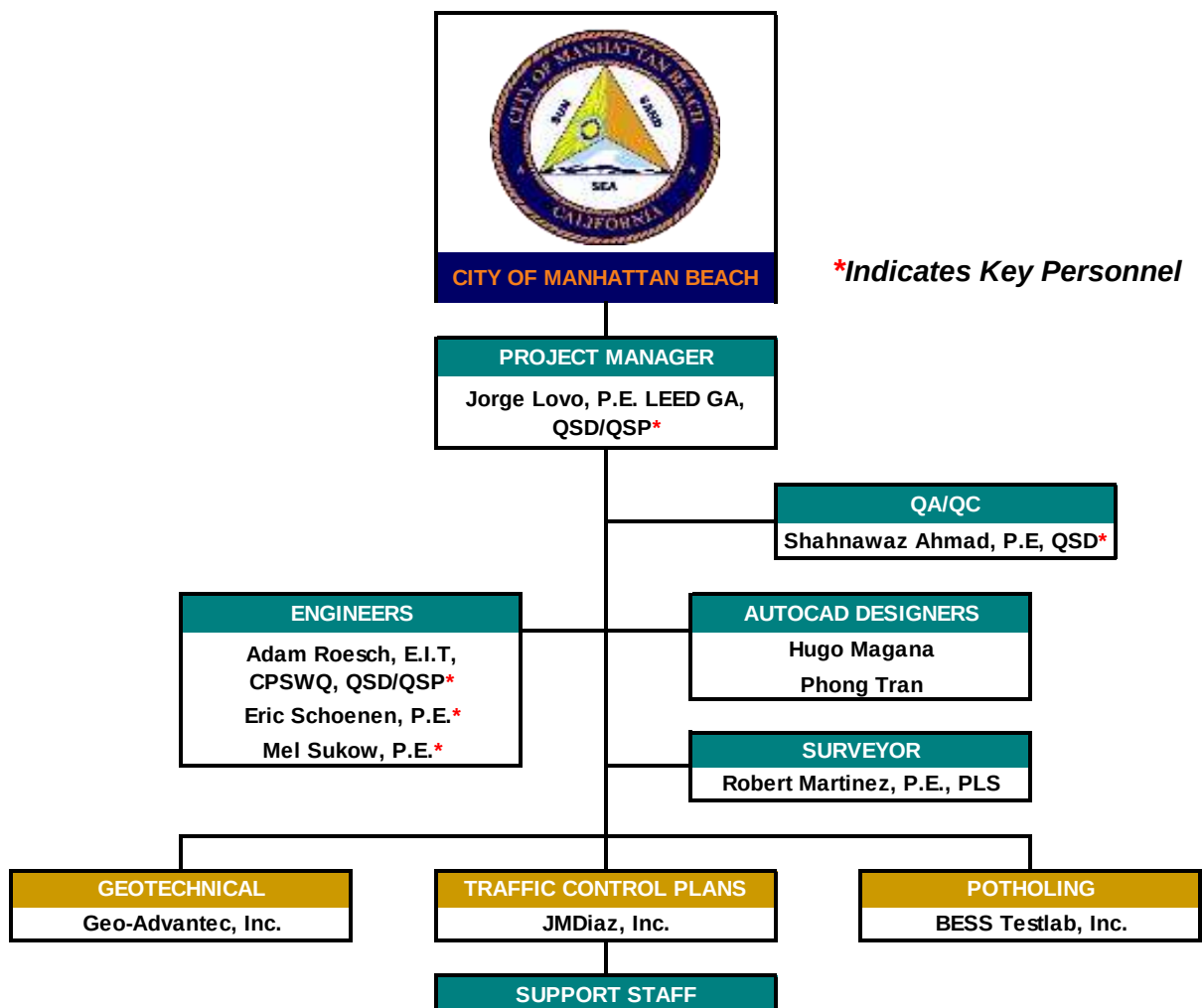


To ensure quality, a uniform review and checking procedure for all completed projects is adopted. This procedure ensures all work is reviewed and checked prior to submitting it to the client. Each member of our team makes it his/her responsibility to perform the services the best way possible, and to ensure that what is stated in writing or shown on drawings is correct, cost effective, and in conformance with SA Associates' standards.

TEAMING EXPERIENCE

The Project Team has worked together on projects of a similar magnitude and nature to the City of Manhattan Beach's proposed On-Call Water Projects.

ORGANIZATION CHART





B. RESOURCE ALLOCATION MATRICES

SA Associates –Prime Consultant

Task No.	Item	PM (JL)	Engr. (AR/ES)	CAD (PT)	QA/QC (SA)	Survey	Traffic Engr.	Road Engr.	Sec.	Total Hours
Task 1A	Preliminary Engineering Design Services	8	24	24	4	88	0	8	9	165
Task 1B	Engineering Design Services & Project Management	76	188	259	45	0	64	80	48	760
Total for Task I		84	212	283	49	88	64	88	57	925
Total for Task II - Construction Support Services		18	56	28	10	0	0	0	10	122
Total for All Tasks		102	268	311	59	88	64	88	67	1,047

JMD - Traffic Control Subconsultant

Task No.	Item	Principal	PM	Engr.	Intern	CAD	Sec.	Total Hours
TASK 1B - Engineering Design Services & Project Management Traffic Control Task Breakdown								
1	Analyze Existing Data and Research		2	10	6	6	2	26
2	Field Visits		2	6				8
3	Plan Preparation * 4 Locations for Sewer Infrastructure Improv.	2	2	28	21	46	4	103
4	Specifications - Traffic	1	2	16		8	6	33
5	Estimate - Traffic	1	2	8			4	15
6	Direct Costs							
Total for Task 1B - Traffic Control		4	10	68	27	60	16	185

Geo-Advantec, Inc. – Geotechnical Subconsultant

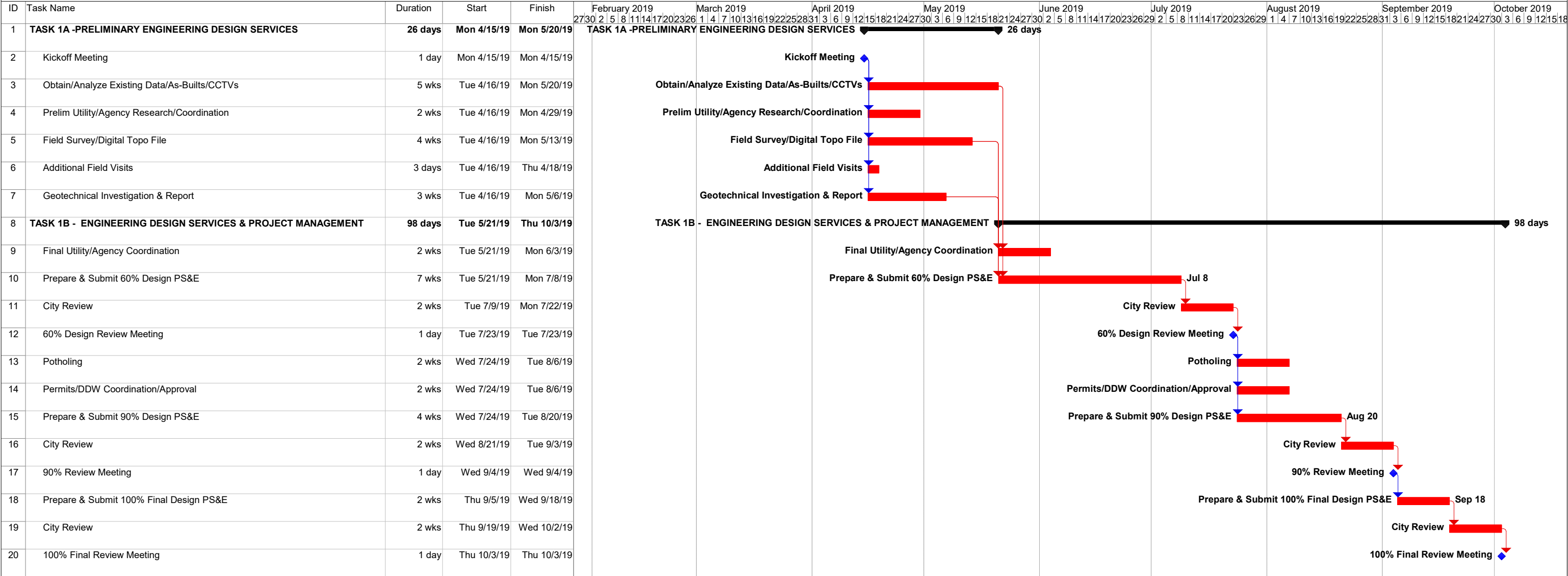
Task No.	Item	Principal Geo Engr.	Senior Geo Engr.	Field Engr.	CAD	Sec.	Lab.	Total Hours
TASK 1A - Preliminary Engineering Design Services Geotechnical Investigations Task Breakdown								
1	16 to 18 Borings Drilling- Hollow stem Auger Rig Boring Locations Marking, Logging, Sampling	4	8	24	38	2		76
2	Traffic Control during field Investigation		14	12	18	3		47
3	Laboratory Testing / Geotechnical						30	30
4	Laboratory Testing / Contamination (If necessary)						12	12
5	Analysis, Design, and Preparation of Report	4	38	10	10	6		68
Total for Task 1A - Geotechnical		8	60	46	66	11	42	233

C. PROJECT SCHEDULE

Our Project Schedule is included at the end of this section.



City of Manhattan Beach
Sewer Infrastructure Improvement Project
RFP No. 1200-19S
Design Schedule - FY 2019-2020





CITY OF MANHATTAN BEACH

**ENGINEERING DESIGN SERVICES FOR
SEWER INFRASTRUCTURE IMPROVEMENT PROJECT - RFP No. 1200-19S**

Fee Estimate

Phase No.	Item	PM	Engr.	CAD	QA/QC	Survey	Traffic	Road & ADA	Sec.	Subs	Direct Costs	Total	
												Hours	\$
Task IA	Preliminary Engineering Design Services	8	24	24	4	88	0	8	9	\$ 26,290	\$1,306	165	\$60,000
Task IB	Engineering Design Services & Project Management	76	188	259	45	0	64	80	48	\$ 19,220	\$1,799	760	\$127,000
Total for Task I		84	212	283	49	88	64	88	57	\$ 45,510	\$3,105	925	\$187,000
Task II	Bidding & Construction Support Services	18	56	28	10	0	0	0	10	\$0	\$676	122	\$18,000
TOTAL FOR Task I & II		102	268	311	59	88	64	88	67	\$ 45,510	\$ 3,781	1,047	\$ 205,000



HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Position	Hourly Rates
Project Manager	\$175.00
Engineer	\$150.00
Quality Assurance/Quality Control	\$215.00
Traffic Engineer	\$175.00
Road Engineer	\$175.00
AutoCAD Designer	\$ 98.00
Secretary	\$ 88.00
Survey (Two-Person Crew)	\$250.00

Reimbursable In-House Costs

Photo Copies	\$0.15/each
Blueprints	\$0.50/S.F
Vehicle mileage, between engineer's office and project site and/or client offices, will be billed at	\$0.62/mile

Other Reimbursables

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 31, 2019