City's Original

AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES RELATED TO THE SEPULVEDA BRIDGE WIDENING PROJECT AGREEMENT

THIS AGREEMENT is made and entered into on this 7 day of June, 2012, by and between the City of Manhattan Beach, a municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant").

RECITALS

The following recitals are a substantive part of this Agreement:

A. City desires to obtain professional services related to the Sepulveda Bridge Widening Project.

B. Consultant is qualified by virtue of experience, training, education, and expertise to accomplish these services.

NOW, THEREFORE, the parties agree as follows:

Section 1. **Services to be Provided.** Consultant shall perform the services set forth in the Scope of Work described in Exhibit A, which is attached hereto and incorporated herein by this reference.

Section 2. **Term of Agreement.** This Agreement shall go into effect on June 5, 2012, contingent upon approval by the City Council, and the Consultant shall commence work after a written notice to proceed is issued by the City's Contract Manager. This Agreement shall terminate on December 31, 2015, unless sooner terminated by the City as provided for herein.

Section 3. **Termination.**

(a) City shall have the right to terminate this Agreement for any reason or for no reason upon fifteen calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of such notice. In the event such termination is for cause, the Consultant shall have the opportunity to cure such cause within the notice period and such termination shall only take effect if the Consultant failed to cure such cause.

(b) In the event of termination or cancellation of this Agreement by City, due to no fault or failure of performance by Consultant, Consultant shall be paid based on the percentage of work satisfactorily performed at the time 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.

(c) Upon receipt of a termination notice, Consultant shall promptly deliver all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing the services under this Agreement to City, whether completed or in progress.

Section 4. Compensation.

(a) City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed $1,474,449 as set forth in Exhibit B ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than $1,474,449 during the term of this Agreement.

(b) Unless expressly provided for in Exhibit B, Consultant shall not be entitled to reimbursement for any expenses. Any expenses incurred by Consultant which are not expressly authorized by this Agreement will not be reimbursed by City.

(c) For extra work not a part of this Agreement, prior written authorization of the City is required by Consultant. Such work shall be subject to the terms and conditions of this Agreement.

Section 5. Method of Payment. Consultant shall submit to City a detailed invoice on a monthly basis for the work performed under this Agreement. Invoices shall detail the work performed on each task by person and shall include any other information required by Caltrans or other state or federal entity due to the funding for the work under this Agreement. Within 45 days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. The final invoice shall be submitted within 60 calendar days after completion of Consultant's work and shall contain the final cost and all credits due City, if any, under this Agreement.

Section 6. Cost Principles.

(a) Notwithstanding any other provision of this Agreement, Consultant agrees that the Contract Cost Principles and Procedures set forth in 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.

(b) In providing the services under this Agreement, Consultant agree to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and Local governments.

(c) Consultant acknowledges that payments made by City to Consultant under this Agreement are subject to audit by the California Department of Transportation ("Caltrans") and/or the federal government. Consultant agrees to adhere to the accounting and auditing guidelines established by Caltrans as set forth in Exhibit D as well as the federal guidelines set forth herein. Any cost for which payment has been made to Consultant that is determined by a subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., or under Caltrans auditing principals is subject to repayment by Consultant to the City. In such case, the City shall provide Consultant with a copy of the audit findings and Consultant shall make the payment within ten days of City's request.

Section 7. Professional Standards. Consultant shall maintain the customary level of competency presently maintained by other similar practitioners in the State of California, for the services furnished under this Agreement.

Section 8. **Time of Performance**. Consultant shall complete all services required hereunder as and when directed by CITY as set forth in Exhibit C. However, City in its sole discretion may extend the time for performance of any service.

Section 9. **Employees and Subcontractors**. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All personnel engaged in the work shall be qualified to perform such services. Consultant may, at Consultant's sole cost and expense, employ such other person(s) as may, in the opinion of Consultant, be needed to comply with the terms of this Agreement, if such person(s) possess(es) the necessary qualifications to perform such services. If such person(s) is/are employed to perform a portion of the scope of work, the engagement of such person(s) shall be subject to the prior approval of the City. Consultant, however, shall be solely responsible for the work performed by those third party contractors, including timely performance and payment

Section 10. **Insurance Requirements**.

(a) Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained CITY approved insurance and such insurance shall be maintained during the term of this Agreement. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as indicated below, Consultant must have and maintain in place, all of the insurance coverages required in this Section 10. Consultant's insurance shall comply with all items specified by this Agreement. Consultant shall require each of its sub-contactors to maintain insurance coverage which meets all of the requirements of this Agreement and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work.

All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers authorized to provide insurance in the State of California. Insurers shall have a current A.M. Best's rating of not less than A-:VII unless otherwise approved by City.

Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may immediately terminate this Agreement.

(b) Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:

(1) COMMERCIAL GENERAL LIABILITY INSURANCE - a policy for occurrence coverage, including all coverages provided by and to the extent afforded by Insurance Services Office Form CG 0001 ed. 11/88 or 11/85, with no special limitations affecting City or its equivalent. The limit for all coverages under this policy shall be no less than two million dollars ($2,000,000.00) per occurrence. City, its employees, officials and agents, and the State of California Department of Transportation shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement.

The City of Manhattan Beach Insurance Endorsement Form No. 1 (General Liability) must be executed by the applicable insurance underwriters.

(2) COMMERCIAL AUTO LIABILITY INSURANCE - a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting the City or its equivalent. The limit for bodily injury and property damage liability shall be no less than one million dollars ($1,000,000) per accident. City, its employees, officials and agents and the State of California Department of Transportation, shall be added as additional insureds by endorsement to the policy. The insurer shall agree to provide the City with thirty (30) days prior written notice of any cancellation in coverage. The policy shall contain no provision that would make this policy excess over, contributory with, or invalidated by the existence of any insurance, self-insurance or other risk financing program maintained by City. In the event the policy contains such an "other insurance" clause, the policy shall be modified by endorsement to show that it is primary for any claim arising out of the work performed under this Agreement. The City of Manhattan Beach Insurance Endorsement Form No. 2 (Auto) must be executed by the applicable insurance underwriters.

(3) WORKERS' COMPENSATION INSURANCE - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. Employers Liability Insurance with a minimum limit of no less than one million dollars ($1,000,000) per claim. The policy shall contain, or be endorsed to include, a waiver of subrogation in favor of City.

(4) PROFESSIONAL ERRORS & OMISSIONS - a policy with minimum limits of two million dollars ($2,000,000) per claim and aggregate. This policy shall be issued by an insurance company which is qualified to provide insurance in the State of California and contain a clause that the policy may not be canceled until thirty (30) days written notice of cancellation is mailed to City.

(c) Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder, or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance certificates with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

Any deductibles or self-insured retentions must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: (1) either the insurer shall eliminate, or reduce, such deductibles or self-insured retentions with respect to City and its officials, employees and agents (with additional premium, if any, to be paid by Consultant); or (2) Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration, and defense expenses.

The insurance provided by Consultant shall be primary to any coverage available to City. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

Section 11. Non-Liability of Officials and Employees of the City. No official or

employee of City shall be personally liable for any default or liability under this Agreement.

Section 12. **Non-Discrimination**. Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

Section 13. **Independent Consultant**. It is agreed that Consultant shall act and be an independent Consultant and not an agent or employee of City, and shall obtain no rights to any benefits which accrue to City's employees.

Section 14. **Compliance with Law**. Consultant shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

Section 15. **Ownership of Documents**. All documents or other information created, developed, or received by Consultant, with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business, shall be the sole property of City for purposes of copyright law upon payment of all amounts owed by the City to the Consultant. Consultant shall provide City with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement. Any reuse or manipulation of such documents for purposes other than those intended herein shall be at City's sole risk and without liability to the Consultant.

Section 16. **Conflict of Interest and Reporting**. Consultant shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.

Section 17. **Notices**. All notices shall be personally delivered or mailed to the below listed addresses. These addresses shall be used for delivery of service of process.

Address of Consultant is as follows:

HDR Engineering, Inc.
801 S. Grand Avenue, Suite 500
Los Angeles, California 90017

Address of City is as follows:

City of Manhattan Beach
1400 Highland Ave
Manhattan Beach, CA 90266
Attention: City Engineer

(with a copy to):

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

Section 18. **Consultant Reports/Meetings/Endorsements**.

(a) The Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Manager to determine, if the Consultant is

performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

(b) The Consultant's Project Manager shall meet with the City's Contract Manager, as needed, to discuss progress on this agreement.

(c) If requested by City, Consultant shall document the results of the work under this agreement to the satisfaction of the City, and if applicable, the State of California and the Federal Highway Administration. This may include but is not limited to, preparation of progress and final report, plans, specifications and estimates or similar evidence of attainment of this Agreement's objectives as set forth in Exhibit A.

(d) Consultant or appropriate designee of Consultant shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

Section 19. Funding Requirements.

(a) It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the agreement were executed after that determination was made.

(b) This agreement is valid and enforceable only, if sufficient funds are made available to the City for the purpose of this Agreement. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.

(c) The parties agree that the City has the option by mutual agreement to amend this agreement to reflect any reduction of funds.

Section 20. Responsible Principal(s)

(a) Consultant's responsible principal, Camilo Rocha, shall be principally responsible for Consultant's obligations under this Agreement and shall serve as principal liaison between City and Consultant ("Project Manager"). There shall be no change in Consultant's Project Manager or key members of the project team, as listed in Exhibit A, without prior written consent by the City.

(b) City's Responsible Principal shall be Steven Finton who shall administer the terms of the Agreement on behalf of City ("Contract Manager").

Section 21. Disadvantaged Business Enterprises (DBE) Participation. Consultant shall give consideration to DBE firms as specified in 23 CFR 172.5(b), 49 CFR, Part 26, and as set forth "Notice to Proposers Disadvantaged Business Enterprise Information," attached hereto and incorporated herein as Exhibit E. If this contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by using UDBE's as subcontractors or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met.

Section 22. Contingent Fee. The Consultant represents, by execution of this Agreement that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement; and that Consultant has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award, or formation of this Agreement. For breach or violation of this warranty, the City has the right to annul this contract without liability, or at its discretion, pay only for the value of the work actually performed or deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage fee, gift, or contingent fee.

Section 23. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7, the Consultant, and any subcontractors, and the City shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of this contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract to such parties designated by the City. Consultant agrees that the state, the State Auditor, the City, the Federal Highway Administration, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the Consultant that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. If Consultant enters into any subcontract, any subcontract in excess of $25,000 shall contain this provision.

Section 24. Audit Review Procedures.

(a) Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the City's Chief Financial Officer.

(b) Not later than 30 days after issuance of the final audit report, the Consultant may request a review by the City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

(c) Neither the pendency of a dispute nor its consideration by the City will excuse the Consultant from full and timely performance, in accordance with the terms of this contract.

Section 25. Subcontracting.

(a) The Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without prior written authorization by the City's Contract Manager, except that, which is expressly identified in the Scope of Work.

(b) Any subcontract in excess of $25,000 entered into by Consultant shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

(c) Any substitution of subcontractors must be approved in writing by the City's

Contract Manager.

Section 26. Equipment Purchase.

(a) Prior written authorization from the City's Contract Manager is required before the Consultant enters into any unbudgeted purchase order, or subcontract exceeding $5,000 for supplies, equipment, or consultant services. The Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

(b) For purchase of any item, service or consulting work not covered in the Consultant's Scope of Work and that and that exceeds $5,000, three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

(c) Any equipment purchased as a result of this contract is subject to the following: The Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, the Consultant may either keep the equipment and credit the City in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established City procedures and credit the City in an amount equal to the sales price. If the Consultant elects to keep the equipment, fair market value shall be determined at the Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the City and the Consultant, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the City.

(d) All subcontracts entered into by Consultant in excess $25,000 shall contain the above provisions.

Section 27. Inspection of Work. The Consultant and any subcontractor shall permit the City, the state, and the Federal Highway Administration if federal participating funds are used in this contract, to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

Section 28. Safety.

(a) The Consultant shall comply with OSHA regulations applicable to Consultant for the services provided herein regarding necessary safety equipment or procedures. The Consultant shall comply with safety instructions issued by the City. Consultant's personnel shall wear hard hats and safety vests at all times while working on the construction project site (if applicable).

(b) If applicable to the services herein, and pursuant to the authority contained in Section 591 of the Vehicle Code, the City has determined that such areas are within the limits of the project and are open to public traffic. The Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

(c) Any subcontract entered into by Consultant, shall contain all of the provisions of

this Section.

Section 29. Ownership of Data.

(a) Upon completion of any work under this contract and payment of amounts owed by the City to the Consultant herein, ownership and title to any reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the City and no further agreement will be necessary to transfer ownership to the City. The Consultant shall furnish the City all necessary copies of data needed to complete the review and approval process. Basic survey notes and sketches, charts, computation, and other data prepared or obtained by Consultant under this agreement shall be made available upon request to the City without restriction or limitation on its use.

(b) It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.

(c) The Consultant is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the City of the machine-readable information and data provided by the Consultant under this agreement. Furthermore, the Consultant is not liable for claims, liabilities, or losses arising out of, or connected with any use by the City of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by the Consultant.

(d) If applicable, Consultant shall comply with the patent rights provisions described in 41 CFR 1-91 regarding rights to inventions.

(e) The City may permit copyrighting of reports or other agreement products. In such case, the Federal Highway Administration shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, the work for government purposes.

(f) Any subcontract in excess of $25,000 entered into by Consultant shall contain all of the provisions of this Section.

Section 30. Claims Filed by City's Construction Contractor.

(a) If claims are filed by the City's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with the City construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

(b) Consultant's personnel that the City considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the City. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this agreement.

(c) Services of the Consultant's personnel in connection with the City's construction contractor claims will be performed pursuant to a written contract amendment, if necessary,

extending the termination date of this agreement in order to finally resolve the claims.

(d) Any subcontract in excess of $25,000 entered into by Consultant as a result of this contract, shall contain all of the provisions of this Section.

Section 31. Confidentiality of Data.

(a) All financial, statistical, personal, technical, or other data and information relative to the City's operations, which are designated confidential by the City and made available to the Consultant in order to carry out this contract, shall be protected by the Consultant from unauthorized use and disclosure.

(b) Permission to disclose information on one occasion, or public hearing held by the City relating to the contract, shall not authorize the Consultant to further disclose such information, or disseminate the same on any other occasion.

(c) The Consultant shall not comment publicly to the press or any other media regarding the contract or the City's actions on the same, except that Consultant's own personnel involved in the performance of this contract, may speak at public hearings or in response to questions at such hearing.

(d) The Consultant shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the City, and receipt of the City's written permission.

(e) Any subcontract entered into by Consultant as a result of this contract shall contain all of the provisions of this Section.

(f) All information related to the construction estimate is confidential, and shall not be disclosed by the Consultant to any entity other than the City.

Section 32. National Labor Relations Board Certification. In accordance with Public Contract Code Section 10296, the Consultant hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Consultant within the immediately preceding two-year period, because of the Consultant's failure to comply with an order of a federal court that orders the Consultant to comply with an order of the National Labor Relations Board.

Section 33. Evaluation of Consultant. The Consultant's performance will be evaluated by the City. A copy of the evaluation will be sent to the Consultant for comments. The evaluation together with the comments shall be retained as part of the contract record.

Section 34. Statement of Compliance. The Consultant's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

Section 35. Debarment and Suspension Certification.

(a) The Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Consultant has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

(b) Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant's responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Section 36. <u>Conflict of Interest</u>.

(a) The Consultant shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. The Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

(b) The Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this agreement.

(c) Any subcontract in excess of $25,000 entered into by Consultant as a result of this contract, shall contain all of the provisions of this Section.

(d) The Consultant hereby certifies that neither Consultant, nor any firm affiliated with the Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

(f) The Consultant further certifies that neither Consultant, nor any firm affiliated with the Consultant, will bid on any construction subcontracts included within the construction contract. Additionally Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

Section 37. <u>Rebates, Kickbacks or Other Unlawful Consideration</u>.

The Consultant represents that this contract was not obtained or secured through

rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, the City shall have the right in its discretion to terminate the contract without liability, to pay only for the value of the work actually performed or to deduct from the contract price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

Section 38. Prohibition on Expending Local Agency State or Federal Funds for Lobbying.

(a) The Consultant certifies to the best of his or her knowledge and belief that:

(1) No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure and possible criminal penalties. Consultant agrees to execute any required certification documents as designated by Caltrans.

(c) The Consultant also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly.

Section 39. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

Section 40. Licenses, Permits, and Fees. Consultant shall obtain a Manhattan Beach Business License, all permits, and licenses as may be required by this Agreement.

Section 41. **Familiarity with Work**. By executing this Agreement, Consultant represents that: (i) it has investigated the work to be performed; (ii) it has investigated the site of the work and is aware of all conditions there; and (iii) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's risk, until written instructions are received from City.

Section 42. **Prevailing Wage**.

(a) Notice is hereby given that in accord with California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), Consultant is required to pay not less that the general prevailing rate of per *diem* wages for work of a similar character in the locality in which Consultant's Services pursuant to this Agreement are performed, and not less than the general prevailing rate of per *diem* wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per *diem* wages. Copies of the State prevailing wage rates and the latest revisions thereto are available on the Internet at www.dir.ca.gov.

(b) Covenant to Comply. Consultant covenants that it shall fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). For purposes of this Section 25(a) only, the term "subcontractors" shall not include suppliers, manufacturers, or distributors. Consultant further covenants that it shall take all practicable steps to ensure that its subcontractors comply with Prevailing Wage Laws if applicable to work performed by subcontractors. References to "Covered Services" hereinafter shall designate such Services as are subject to Prevailing Wage Laws.

(c) Payroll Records. Consultant and all subcontractors performing Covered Services shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per *diem* wages paid to each journeyperson, apprentice, or other employee. All payroll records shall be certified as being true and correct by Consultant or the subcontractors performing Covered Services keeping such records; and the payroll records shall be available for inspection at all reasonable hours at Consultant's principal office.

Section 43. **Time of Essence**. Time is of the essence in the performance of this Agreement.

Section 44. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement, nor any portion, shall be assigned or subcontracted by either party without prior written consent of the other party. Notwithstanding any assignment or subcontracting, the Consultant shall be responsible for the performance of work done by the subcontractor or assignee ("subcontractor") and shall ensure that such work is performed pursuant to the terms of this Agreement. The City can at any time request that Consultant remove the subcontractor from performing any work under this Agreement in the City's sole discretion. In such case, Consultant shall remain responsible for the completion of such work under the terms and compensation set forth in this Agreement.

Section 45. **Authority to Execute**. The persons executing this Agreement on behalf of the parties represent that they are duly authorized to execute this Agreement.

Section 46. Indemnification.

(a) Indemnity for Design Professional Services. Consultant is considered a "design professional" as that term is defined in Civil Code Section 2782.8. In connection with its design professional services, Consultant shall hold harmless and indemnify City, Caltrans, and the State of California and their elected officials, officers, employees, servants, and those City agents serving as independent Consultants in the role of City officials, Caltrans, and the State of California (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 45(a), Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in connection with the performance of this Agreement, including without limitation the payment of attorneys' fees, and other related costs and expenses. With respect such Claims, Consultant shall defend City, Caltrans, and the State of California, with counsel of City's choice, at Consultant's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against City, Caltrans, and the State of California. Consultant shall reimburse City, Caltrans, and the State of California for any and all legal expenses and costs actually incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or City. All duties of Consultant under this Section shall survive termination of this Agreement.

(c) The indemnity provided herein shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Any subconsultants or subcontractors performing work under this agreement under the direction of Consultant shall execute an indemnity agreement in favor of the City, Caltrans, and the State of California identical to the language set forth herein.

Section 47. Change Orders.

(a) The City's Contract Manager is authorized to request a modification or a change to the services provided hereunder pursuant to a written change order. The change order form will document the nature and monetary impact of the proposed change on the cost and schedule for the services and must be approved in writing by the City's Contract Manager and Consultant's Project Manager.

(b) For the purposes of this Agreement, each duly authorized change order form shall be deemed incorporated into and part of this Agreement and each such form shall constitute a formal amendment to this Agreement adjusting fees and completion date as finally

agreed upon and approved in writing for the authorized change order. In no event shall the Scope of Services be deemed altered, amended, enhanced or otherwise modified except through written approval of a change order in accordance with this Section or a written amendment to this Agreement.

Section 48. **Modification**. This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by City and Consultant.

Section 49. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

Section 50. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

Section 51. **City Not Obligated to Third Parties.** City shall not be obligated or liable under this Agreement to any party other than Consultant.

Section 52. **Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

Section 53. **Equal Employment Opportunity.** In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 54. **Severability**. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 55. **Entire Agreement**. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

Section 56. **Attorneys' Fees**. In the event that legal action is necessary to enforce the provisions of the Agreement, or to declare the rights of the parties hereunder, the parties

agree that the prevailing party in the legal action shall be entitled to recover attorneys' fees and court costs from the opposing party.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first shown above.

CONSULTANT: HDR ENGINEERING, INC.

By _____
Brent Felker, Sr. V.P

By _____
Thomas Kim, Sr. V.P

12100.0001/1422028.4

CITY OF MANHATTAN BEACH

David N. Carmany, City Manager

ATTEST:

Sr. Deputy

~~Liza Tamura~~, City Clerk
Terri Alicabad

APPROVED AS TO FORM:

Roxanne M. Diaz, City Attorney

APPROVED AS TO CONTENT:

Public Works

12100.0001/1422028.4

EXHIBIT A

SCOPE OF WORK

Upon City's written notice to proceed, Consultant shall provide the services set forth in Consultant's proposal attached hereto and incorporated herein as part of this Exhibit A. It is expected that such services will be provided to City by Consultant only upon City's express written request.

APPROACH TO SCOPE
SCOPE OF SERVICES

1. Project Management

In order to support successful completion of this Project, a Project Management Plan (PMP), similar to those used in successful delivery of our past projects but customized to the specific issues of this Project, will be prepared by **Camilo Rocha, PE**, the HDR team's Project Manager, and utilized throughout the life of the project. HDR's PMP will include emphasis on project communication procedures, delivery of the required services, the submittal process, and securing all approvals. Upon receipt of Notice to Proceed (NTP) and before initiating any work, Mr. Rocha will prepare and submit the PMP for the City and Caltrans's review and approval.

The PMP will incorporate the following five key Plans:

- *Work Plan*
- *QA and QC Plan*
- *Communication Plan*
- *Production Plan*
- *Risk Management Plan*

Work Plan

The Work Plan will assign the appropriate staff and make sure that they have clear direction, well-defined deliverables and fully understand the scope, process, schedule, budget, and priorities.

QA and QC Plan

Quality Assurance Plan will assure that the defined parameters and procedures of the plan are met. Quality Control Plan will ensure that the project deliverables meet HDR's, City's and Caltrans' standards.

Communication Plan

Will establish the communication protocol to ensure that project concerns, issues, and directions will be handled promptly and effectively resulting in minimized delays and revisions.

Production Plan

Will outline each team member's responsibilities, procedures for initiating and advancing the work, and timing of preparation of products.

Risk Management Plan

A living document in the form of a risk register that will layout potential risk items, their probability of occurrence, and mitigation measures to minimize those risks.

A. Coordination and Meetings

Our communication plan will establish the communication protocol to ensure that project concerns, issues, and directions will be handled promptly and effectively resulting in minimized delays and revisions. Meetings will be a focal point of project coordination and team communications.

Mr. Rocha will conduct a kickoff meeting, biweekly PDT meetings and attend other meetings as required to coordinate and execute the scope of work. Team members will be provided a meeting agenda prior to the meeting and the HDR team will provide minutes, including a list of action items, to be distributed to the meeting members. Each PDT meeting will start with the previous meetings action items to ensure that the action items are addressed properly. The action items review will be followed by a review of the risk management register to inform the team of any new updates regarding risk assessments to the project. This will ensure that the risk management plan, also part of the PMP, will be a living document throughout the life of the project. HDR team

members will also attend utility and various meetings that are deemed necessary to execute the scope of work.

B. Additional Meetings

HDR has extensive experience with City/Caltrans projects and is aware that additional meetings are necessary to ensure a successful project. HDR will attend the **Safety Review Meetings** that are typically held toward the end of the PA&ED, PS&E, and Construction phases. This will be an independent review of the project to identify potential safety issues or concerns the City or Caltrans may have. It is conducted at the end of the phase to ensure that all design elements have been incorporated before a "second set of eyes" reviews the project. The Safety Review Committee, typically consisting of various functional units from Caltrans, will review the project and provide recommendations. Once the comments/recommendations have been addressed, the project phases will be finalized. Our scope will include 3 Safety Review Meetings, one at the end of each phase of the project. HDR will also participate in **Design Review Meetings** to ensure that, for example, non-standard design exceptions have been addressed early on to avoid project delays. **Constructability Review Meetings** will also be included as part of the scope of this project. This meeting addresses constructability issues that a project may have. For example, have all existing utilities to be protected in place been adequately evaluated to ensure that there is no risk of conflict or potential delays? Scoping meetings, Quality Assurance Meetings and informational meetings will also be included as part of the scope of this project and the number of meetings will be estimated based on experience with similar City/Caltrans Projects.

C. Quality Assurance and Quality Control

Our Team will submit a QA/QC Plan as part of our PMP for the City's and Caltrans' review and approval.

The Quality Program at HDR is among the highest priorities for all our projects and is implemented through all levels of the organization. Annual corporate QA audits occur at each HDR office, with a focus on regular project reviews and quality review documentation. HDR will assign a Quality Assurance (QA) Manager who will be responsible for monitoring and tracking execution of the Quality Control (QC) activities required by the Project Quality Control Plan. **Mark Hager, PE**, has been assigned as the QC Manager who will be responsible for the QC reviews of Project deliverables. The QA Manager, **Rebecca Weaver**, will be responsible for assuring the project specific QA/QC Plan conforms to the City's and Caltrans' requirements and will then be responsible for monitoring adherence to plan objectives, reviews, and results. The QC Manager will be responsible for identifying the QC reviewers for the respective discipline. Ms. Weaver and Mr. Hager will work with Mr. Rocha as they lead the development and execution of this QA/QC Plan, and will report any variances and/or findings to HDR's Project Manager. The HDR QA/QC Team will perform structured, QA management reviews of the work at each Project Milestone to promote the highest level of quality. The HDR QA/QC Team will work closely with the City and Caltrans to assure we meet Caltrans' and the City's expectations and requirements for quality control of project deliverables and submittals.

The following activities will take place during project development to ensure the goals of our QA/QC plan are met:

- Project Management reviews will be performed and documented at the end of the zero, 15, 50 and 100 percent design phases to identify issues and recommend alternatives related to design criteria, use of

Caltrans standard plans, constructability issues and potential sources of errors and omissions.

- Annotated or highlighted originals of the City's and Caltrans' design milestone comments will be returned with the disposition of all comments. A copy of the marked–up QC drawing check set(s), as well as written verification of QC reviews and quality assurance inspection reports endorsed by the Project Principal, Tom Kim, PE, will be submitted to the City's Project Manager. Our QA/QC audits will also include all of our sub-consultants in effort to make ensure they are adhering to the project's QA/QC plans.
- HDR's standard QA/QC Plan will include extensive use of standard "Checklists" for reviews at each design milestone, called the "Intra-Design Review" and "Inter-Design Review." An "Intra-Design Review" is performed by senior professionals in the same discipline, and an "Inter-Design Review" is performed by senior professionals in the different disciplines to ensure there are no conflicts among the different disciplines.
- To keep our team's drafting services and drawings consistent with current version of Caltrans CADD Manual and Drafting Standards, QA/QC Reviews will also include drafting and electronic drawing files.

D. Project Schedule

The Work Plan will be guided by the Resource Loaded Schedule (RLS) which will define the task, the budget for the specific task, and the required completion date. The RLS will have a baseline which will be finalized once we receive buy-in by the Project Development Team (PDT). This tool will enable Mr. Rocha and his task managers to see how the actual progress of the work compares to the planned progress (schedule) and to actualized expenditures and whether or not adjustments need to be made to keep the project on schedule and within budget. These three elements will enable the HDR team to develop Earn Value Curves (EVC). The EVC will help the Project Manager manage the project efficiently and will enable the client to see the actual progress of the project versus the plan versus what has been invoiced.

Each invoice will be accompanied by a progress report which will reflect the work completed within the particular invoicing period.

E. Administration

HDR's coordination and administration of this project will ensure that all team members are up to date on the latest information and design data. All information will be managed through our filing database, Project Wise. Project Wise will enable team members, including the City and Caltrans, to have access to the latest design information, submittals and comments. HDR will also maintain project files using Caltrans Uniform Filing System (UFS). The UFS will be a tool to help the HDR team successfully manage the project files according to the work plan in accordance with City and Caltrans requirements.

Controlling the project budget will be facilitated by HDR's Management Information System (MIS), which will collect all project charges by task or category for ease in tracking expenditures and in preparing monthly invoices. Weekly cost sheets, including subconsultant charges, will show all labor and indirect costs by tasks. This information, and a detailed estimate of physical progress made during each reporting period, will be used to prepare status (progress) reports.

HDR, on behalf of the City, will prepare documents necessary for the authorization and completion of the Project. Request for Authorization for Right of Way; Request for Authorization for Utilities; Request for Authorization for Construction and will prepare supporting documents to be used for the

Construction Cooperative Agreement between the City and Caltrans.

Also, Agencies receiving Measure R funds for their projects are required to enter into an agreement with Metro and report the project progress and possibly timely expenditure of the Measure R funds. A draft Agreement has been prepared by Metro and sent to the Councils of Governments including the South Bay Cities Council of Governments which the City of Manhattan Beach is a member of. Upon final consensus on the requirements, scope, and means of reporting, the Agreement will be finalized and sent to all Measure R funds recipients. If any portions of the Measure R funds allocated to the City are used in PAED and PS&E phases of the Project, HDR will prepare and submit to the City accurate and timely progress reports on all activities to fully satisfy City's reporting responsibilities.
F. Prevailing Wages

HDR will comply with any and all federal and state prevailing wage requirements

G. Continuity and Stability

Unless requested by the City for replacement, HDR's Project Manager, Camilo Rocha, PE, and key team members will remain on this project throughout the entire duration of the project from PS&E until the completion of construction. Any unforeseen changes will be communicated to the City in a timely matter for City's consideration and approval.

Work Plan

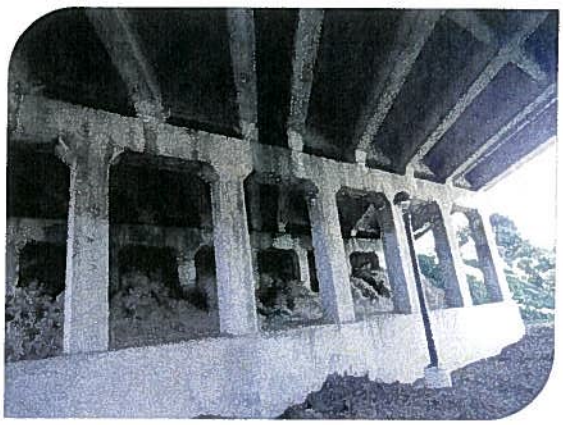
A. Phase I Work – Preliminary Engineering (PE)

A.1 Research of Existing Records

As part of the Preliminary Engineering phase of the project, the HDR design team will continue to examine the existing Caltrans bridge and roadway as-built plans, structure maintenance & investigations (SM&I) reports, advance planning studies, and preliminary foundation reports, to evaluate previous studies and existing records.

Based on information gathered during a recent field visit, and further evaluation of the latest Caltrans Bridge Inspection Report dated 11/17/2009, the following issues were identified:

- Cracking along the type "A" pouring joint seals and deck AC overlay.
- Cracks approximately 3 feet long and at 3 feet spacing with efflorescence on the soffit at the bridge widening on the east side of the bridge and under the east overhang.
- Heavy efflorescence and water staining on the west overhang soffit and adjacent bent caps indicating that water is seeping thru the bridge deck.
- Numerous soffit spalls with exposed rebars on the soffit of the west sidewalk and on the west girder.
- Drop cap spalls atop the fourth and fifth columns from west at bent #3



Drop cap spalls atop the fourth and filth columns at the existing bridge

The existing structure has been giving a sufficiency rating of 70.8 and a status identification of "Functionally Obsolete". Included in the bridge inspection report was a

recommendation for seismic retrofitting of the existing non-ductile columns.

The existing bridge has also been classified as "Not Eligible" in terms of its historical significance.

A.2 Right-of-Way (ROW) Search

This project proposes partial acquisition of four (4) parcels located on the east side of Sepulveda Boulevard between stations 207+55 and 208+55, as shown in Section C, Layout Alternative 3, of the Project Report, dated December 30, 2004. These properties are privately owned and identified as follows:

- APNs 4138-020-033, 4138-020-034 and 4138-020-015 (Owner: RREEF AMERICA REIT BBB II)
- APN 4138-020-014 (Owner: 3500 SEPULVEDA LLC/13th CREST ASSOCIATES LLC).

Pacific Theater Marquee

Temporary and permanent takes will affect these properties, not only for the construction of the ultimate project, but also for the temporary uses that may be required for staging and access, particularly for improvements to the bridge. Additionally, relocation of a sign(s) will be required for private property. HDR Agents will coordinate the relocation of the Pacific Theaters marquee (sign), located on APN 4138-020-014 and within the proposed permanent

Fry's Electronics Marquee

easement area. The Fry's Electronics marquee (sign) located on APN 4138-020-033, just north of the bridge, may require relocation as well.

A property impacts analysis was completed and included in the 2004 Project Report and a comprehensive Right of Way Cost Estimate and Data Sheet was included in Sections D and E of said report. The Right of Way Data Sheet was updated in the Supplemental Project Report, dated November 20, 2006. Qualified HDR Right of Way professionals will update the cost estimate and data sheets if necessary.

HDR has the largest Right Way Division by an A&E Firm in the country. The resources available have brought great success to projects such as the ***Union Pacific Railroad's (UPRR) Colton Crossing, and Redland's First Mile. James Staudinger,*** the Right of Way Lead on those projects, will also be the Right of Way Lead for this project.

A.3 Existing Utilities Research

The utility conflict identifications and notifications (preliminary notification letters) will be conducted early on. HDR's pro-active approach with the utility identification and relocation process will minimize any impact to the project schedule or cost. HDR will initiate

early communication to obtain plans, maps, and as-builts from utility owners within the project limits. This will enable the team to identify potential utility impacts early and propose agreed-upon solutions and/or mitigation measures. We will review franchise agreements, master contracts, and other pertinent documents to determine liability. Early notification will also allow us to identify long-lead items early in the process. Also, our approach will enable us to address and analyze constructability issues to identify potential conflicts between staging concepts and utilities. A well prepared mitigation plan (staging plan, relocation plan, etc.) will minimize impacts to motorists, pedestrians and surrounding businesses. HDR brings an approach and experience that will make this project successful. HDR is currently developing the final plans for ***UPRR's Colton Crossing Project in the City of Colton. Andy Duong, PE***, has led the utility coordination effort for that project and he will bring that experience and knowledge to the Sepulveda Bridge Widening Project.

A.4 Storm Water Data Report

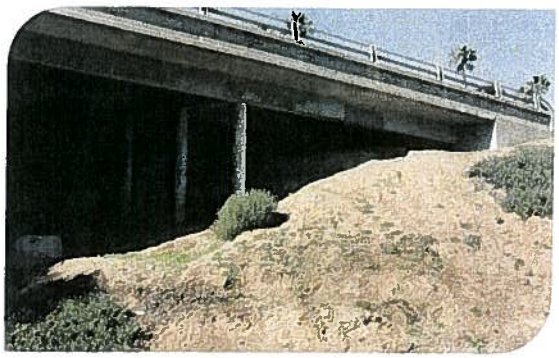
Designing water quality treatment Best Management Practices (BMPs) to Target Design Constituents are a significant challenge, especially when there is limited right-of-way. The approved 2004 PA/ED SWDR indicated that "there is no pollutant of concern within the receiving water body." The HDR team will re-confirm that the project does not discharge to a water body that has been placed on the latest approved 303(d) list or has had a total maximum daily loads (TMDL). If that's the case, then general purpose pollutant removal will apply and run-off will be conveyed, as efficiently and cost-effectively as possible, to a Treatment BMP.

HDR will re-evaluate the existing approved PA/ED Storm Water Data Report (SWDR), dated June, 30, 2004, to assure that the documents are in compliance with the new guidelines given in the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG). If maximum disturbed soil areas, existing and proposed impervious surface areas are similar to those documented in the 2004 approved PA&ED SWDR, most likely only a supplement report to address the new risk level determination requirements will be needed to meet the new PPDG(July 2010) requirements.

Vahid Haghdoust, PE, will be preparing the SWDRs for this project. Mr. Haghdoust recently successfully provided a supplemental report (to incorporate new 2010 requirements) to an existing SWDR on ***OCTA's SR 57 Northbound Widening*** *in* ***Anaheim.***

A.5 Geotechnical

Based on the existing data, the soils at the site consist of dense sand embankment fills underlain by undifferentiated older stabilized dune and drift sand and probably Pleistocene marine clastic sediments or alluvium. These underlying soils consist of very dense, fine to medium sand and silty sand. Groundwater was not encountered during the previous field investigations and liquefaction potential is considered to be extremely low at this site.



Original bridge abutments and bents are supported by spread footings with the previous widening supported on cast-in-drilled-hole pile foundations

Based on the noted information, geotechnical elements that will be evaluated are:

- Seismic hazards and ground motion
- Possible shallow ground water levels
- Stability of existing and permanent slopes
- Temporary and permanent retaining wall types and associated shorings.
- Minimizing effects of the new bridge on the existing commercial building.
- Minimizing the effects on the existing bridge structure.
- Construction consideration such as installing piles, if required, for existing bridge retrofit.

Gary Gilbert, PE, GE, from our geotechnical partner Diaz Yourman, will be providing geotechnical support. He has extensive experience providing preliminary geotechnical investigations and analysis, foundation design requirements and geotechnical parameters for seismic retrofit analyses on various projects such as the City of Pasadena's ***La Loma Road Bridge Retrofit Project***.

A.6 Environmental Documentation

A "Negative Declaration/Finding of No Significant Impact" was approved for this project in February of 1988. An Environmental Reevaluation/Addendum was completed and approved in June of 2004.

The HDR team has studied the existing documents and will prepare all required environmental research and analysis necessary for the project, pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements, as well as the policies and procedures contained in Caltrans' Environmental Handbook, Local Programs Manual and the NEPA delegation pursuant to SAFETEA-LU Section 6004-6005.

Because the project is located within Caltrans right of way, the project will be processed through Caltrans Local Programs/Specially Funded Projects.

Based on our initial research,, the highest level of environmental documentation required is anticipated to be an Initial Study/Environmental Assessment leading to a Mitigated Negative Declaration/Finding of No Significant Impact. All necessary environmental coordination will be conducted with the City and Caltrans at the beginning of the project, including but not limited to the following:

- Review of all Caltrans, agencies and public comments received
- Review of all technical studies completed to date
- Review of the IS/EA and Programmatic Section 4(f) completed to date

Upon commencement of the project development process, the HDR team will consult with Caltrans staff to see if a revalidation may be the appropriate NEPA/CEQA document. We will also propose a Categorical Exclusion for NEPA. Since the technical analysis was completed in 2003, it is anticipated that all technical studies would need to be redone to ensure that the CEQA and NEPA documentation is in conformance with the most recent requirements identified in the Caltrans Standard Environmental Reference (SER). The following technical studies will be conducted:

- Natural Environment Study (Minimal Impact)
- Noise Study Report using the Caltrans Traffic Noise Analysis Protocol from May 2011
- Historic Property Survey Report
- Archeological Survey Report
- Historical Resources Evaluation Report
- Initial Site Assessment/Site Investigation
- Air Quality Report

- Visual Impact Analysis
- Programmatic Section 4(f)

Other technical studies, such as the Traffic Impact Report, may also have to be re-evaluated. Current traffic data and new federal air quality regulations will require the Project to have updated and current information to be eligible for federal funding.

All environmental documents and supporting documents will be prepared using the most recent NEPA regulations set forth in 40 CFR Chapter 5 and CEQA statutes and guidelines and all related laws and authorities including the Caltrans formats.

Richard Galvin from GPA Environmental, our Environmental partner on this project, has extensive experience providing environmental evaluations and technical studies on multiple Caltrans and Los Angeles Projects such as:

- **California Street Bridge** – City of Ventura. GPA completed the Preliminary Environmental Study (PES) and coordinated the review and approval process through Caltrans to receive a Categorical Exemption.
- **North Spring Street Viaduct and Rehabilitation** – City of Los Angeles. GPA is currently updating all required environmental analysis necessary for the project pursuant to CEQA and NEPA requirements.
- **Fletcher Drive Bridge Seismic Retrofit** – City of Los Angeles. GPA conducted pre-construction and through construction monitoring of mitigation and environmental permit compliance.
- **US 101 HOV Widening** – Caltrans District 5 and 7. Managed 10 environmental task orders for Caltrans which included preparation of technical reports including section 4(f) evaluations, preparing executive summaries of the Draft and Final IS/EA, and conducting public outreach tasks.

A reevaluation of the ED will subsequently require a Supplemental Project Report (SPR). During the preparation of the SPR elements such as the engineering cost estimates, traffic information, right of way data sheet, and the TMP data sheet will also be updated.

Camilo Rocha, PE, HDR's Project Manager, has prepared numerous PRs and SPRs in his career which included 16 years in Project Development at Caltrans District 7 and 12. He recently prepared the PR and SPR ***OCTA's SR-57 Northbound Widening Project in Anaheim***. He also performed the quality assurance review of the PR for the ***Port of Los Angeles' I-110/C Street Interchange Project in the City of Wilmington***. This PR was prepared by ***Steve Leathers, PE*** and ***Ravi Shah, EIT***, who are also on HDR's Sepulveda Bridge Widening Team.

A.7 Hazardous Materials/Waste Site Assessment

A preliminary hazardous waste assessment was completed by Caltrans in April 2004. ADL, yellow traffic striping and asbestos containing material were noted as potential hazards. During the preparation of the SPR, a preliminary hazardous waste assessment memo was issued on 10/30/2006 which reconfirmed the findings from the original assessment except for the hazardous waste remediation cost.

The HDR team will perform an Initial Site Assessment (ISA) to evaluate the potential for environmental contamination of soil and groundwater impacting construction activities (this will be followed by an intrusive investigation as recommended by both 2004 assessment and the 2006 memo).The ISA will generally be performed using the guidelines listed in the Caltrans Project Development Procedures Manual (July 1999) and The American Society for Testing and Materials

(ASTM) Designation E 1527, Standard Practice for Environmental Project Site Assessments: Phase I Environmental Property Assessment Process.

Yellow Traffic Striping is a potential hazard

The scope of work to accomplish this generally consists of:

- Review of the preliminary hazardous waste assessment performed by Caltrans on April 23, 2004, for the Project Report (PR)
- A review of environmental databases and files available to the public for the property and neighboring properties
- A site reconnaissance
- Review of Historical research related to use, storage, disposal or release of hazardous materials or petroleum hydrocarbons, from property records, public records, aerial photographs, and interviews
- Report of findings in a stand alone, bound report

Mr. Gary Gilbert, PE, GE, has prepared Phase I and Phase II environmental investigations on multiple projects including the ***Port of Los Angeles' C Street/I-110 Interchange Project In San Pedro,CA***, where ***Diaz Yourman is also a partner to HDR.***

B. Phase II Work – Final Design Phase

B.1 Obtain Authorizations (E-76) for Right-of-Way and Utilities from Caltrans

Scope of Services of the RFQ requires obtaining authorizations (E-76) for Right-of-Way and Utilities from Caltrans. Assuming that the City is using federal dollars to pay for the cost of R/W acquisition, authorization for use of these funds would be processed through Caltrans District 7 Office of Local Assistance. This process will be conducted in compliance with Caltrans Local Assistance Procedures Manual through submittal of *Request for Authorization to Proceed with R/W* (Exhibit 3-B)[1], *Request for Authorization Data Sheets* (Exhibit 3-E), *Finance Letter* (Exhibit 3-O), *Approved Environmental Document*, and *Project Prefix Checklist* (Exhibit 3-L), and securing Caltrans approval of all referenced documents and the approved E-76 application for Right-of-Way (ROW). Careful attention must be given to adequately address and estimate temporary construction easements and replacement utility easements, if any.

B.2 Permits

Caltrans Encroachment Permits are required for all encroachments within the State ROW as well as all data collection activities (surveying, soil/geotechnical/material testing, utility potholing, hazardous waste investigations, and all other activities in support of design). Upon receipt of Notice to Proceed (NTP) and prior to commencement of work within State R/W, we will apply for and secure Caltrans permits for physical surveying and engineering related activities along Sepulveda Boulevard. As design efforts advance and upon approval of the environmental document and PS&E, Encroachment Permits will be applied for and

[1] All "Exhibits refer to the exhibits in Caltrans Local Assistance Procedures Manual

secured for actual construction work within State R/W. Approved Encroachment Permit will be required prior to approval of the final E-76.

HDR is currently assisting UP in obtaining encroachment permits from Caltrans and the City of Colton for ***UPRR's Colton Crossing Project***.

B.3 Design Standards

B.3.1 – B3.7 Lane Width – Horizontal and Vertical Clearance

Previous Exceptions to Design Standards Fact Sheets (Advisory and Mandatory) were reviewed during the preparation of this proposal. Additionally, we have identified two potential non standard design exceptions that will have to be evaluated during the project development process. Since the previous design exception fact sheets were approved, Caltrans has modified the fill slope requirements to 4:1 (from 2:1), Section 304.1 of the Highway Design Manual (HDM). Also, depending on the fate of the Pacific Theaters Marque Sign, The mandatory standard for lateral clearance from elevated structures, Section 309.4 of the HDM, may have to be evaluated. If the potential non-standard conditions cannot be mitigated, HDR will prepare and submit Supplemental Exceptions to Design Standards Fact Sheet. If it is an advisory exception to the standard that is being requested, HDR will process and obtain approval from Caltrans District 7. If it is a mandatory exception to the standard, HDR will process and obtain approval from the Project Development Coordinator (Headquarters Division of Design) as well.

HDR will also design sidewalks and pedestrian accessibility in compliance with Caltrans' Design Bulletin 82-04 and the American with Disabilities Act (ADA) Standards. If full standards cannot be obtained, HDR will consult with David Cordova from the Office of Geometric Design Standards to determine mitigation. If exceptions are needed, HDR will prepare an Exception to Accessibility Design Standards Fact Sheet and submit it to Caltrans for approval.

Camilo Rocha, PE; Liem Nguyen, PE; Steve Leathers, PE and Ravi Shah, EIT have extensive experience preparing design exception Fact Sheets on multiple projects including the ***SR 57 Northbound Widening, 110/C Street Interchange, SR 241*** *and* ***SR 74 (Ortega Highway) Projects.***

HDR will evaluate ADA Standards for this project

B.3.8 Bridge Structural Capacity

During the Advanced Planning stage, as identified in the previous Project Report, the Manhattan OH has obsolete barriers on the southbound side. As part of the proposed improvements, type 26 modified concrete barriers will replace the existing decorative railing.

With the implementation of the AASHTO LRFD Bridge Design Specifications and California amendments (LRFD), it is anticipated that the majority of California's bridge inventory may not meet the design live load criteria based on HL-93 and P15 live loads. However, bridge rating and posting criteria will remain unchanged for existing structures that were previously designed based on HS20-44 and P13 vehicular live loads. Widening on stand-alone substructures shall be based on LRFD design criteria.

Wellington Chu, PE has successfully performed this analysis on multiple bridges including the ***Union Oil Undercrossing (UC)*** widening (110/C Street Interchange***), Katella Ave Undercrossing and the Douglass Overhead*** *(SR 57 Northbound Widening).*

B.3.9 Signing and Pavement Delineation Plan

Signing and striping plans and pavement delineation for the improved and widened bridge shall be designed to accomplish the new lane configuration and to conform to the latest edition of California MUTCD, Caltrans Standard Plans, Caltrans Standard Specifications and the City of Manhattan Beach Standards. The pavement delineation plan will be prepared in 50 scale and will cover from south of 33rd Street to north of Rosecrans Avenue to match the new bridge lane configurations.

Mr. Abi Mogharabi, PE (Iteris), has extensive experience preparing sign and pavement delineation plans in Los Angeles. Specifically, Mr. Mogharabi provided traffic engineering design services (as part of Iteris' on-call) for the County of Los Angeles in support of its ***Signal Synchronization Program which included preparation of sign and pavement delineation.***

B.3.10 Traffic Signal Modification Plans

The two signalized intersections at the two ends of project will most likely be impacted both operationally and physically by the project and hence existing loops and signals will likely need to be modified to accomplish the lane reconfiguration and turn movements as a result of the additional northbound lane.

- ***Sepulveda Blvd/ 33rd Street:*** The intersection is currently signalized with southbound protected left turn phasing. The northbound approach has three through and one right turn only lanes while the southbound approach has three through and one left turn lane. The signal equipment including the signal poles are relatively in good condition but will be affected by the bridge widening project. The controller cabinet, service cabinet and the signal pole located at the northeast quadrant of the intersection will be impacted and will be relocated or replaced. The intersection lane configuration and the inductive loops locations shall be redesigned and the right turn only lane converted to thru or shared thru- right lane in order to match the new additional northbound lane on the bridge.
- ***Sepulveda Blvd/Rosecrans Avenue:*** The intersection is currently signalized and does not appear to be impacted by the project except for minor realigning of the northbound approach lanes and restriping.

Complete signal modification design plans will be prepared to address the required changes due to the widening project as well as addressing potential deficiencies to comply with MUTCD requirements.

As mentioned above, **Mr. Mogharabi** has extensive experience in traffic engineering services which includes preparing signal modification plans for ***the County of Los Angeles' Signal Synchronization Program.***

Due to the widening of the bridge, the existing street light poles will be relocated

B.3.11 Street Lighting Plans

Due to the widening of the bridge, the existing street light poles will be relocated. The lighting design will include light intensity calculations and preparation of the design plans to comply with Caltrans standards.

B.3.12 Transportation Management Plan (TMP)

The TMP report includes the process, signage, the detour plan, cost estimate and traffic mitigation during construction. ***Abi Mogharabi*** *and* ***Viggen Davidian, PE***, from Iteris have successfully delivered TMP Reports on multiple projects throughout Southern California including the ***OCTA's SR 91 Eastbound Auxiliary Lane from SR-241 to SR-71 Project*** covering both Caltrans District 8 and District 12 jurisdictions.

B.3.13 Highway Planting and Irrigation Plans

While a limited amount of planting is visually apparent to the vehicular traveler, pedestrian views from the bridge deck (sidewalk) and the recreational trail provide ample opportunity for viewing the existing and proposed landscape improvements. The existing plant materials includes a variety of trees (Melaleuca, Pinus, Ulmus), shrubs (Acacia, Pittosporum), and ground cover (Carpobrotus, wildflower mixes). From the viewpoint of the recreational trail, the existing landscape improvements are mature and visually 'frame' the structure. The proposed highway planting and irrigation system improvements will respond to the proposed grading impacts resulting from the project construction. The landscape concept will, whenever possible, protect the established plant material and recommend enhancements conducive to the existing palette. The proposed plant material will be drought tolerant and will require minimal maintenance. The northbound widening will require removal of mature trees (Erythrina, Eucalyptus, Pittosporum), and palms (Phoenix, Washingtonia) species. These species will be replaced with the same species in areas appropriate for their mature size and location.

The proposed highway planting design will identify and quantify impacted plant materials; select appropriate replacement plant materials, and the resulting quantities, consistent with municipal requirements; meet erosion control guidelines; and respond to the established maintenance practices.

The irrigation system design will adhere to municipal system design standards; emphasize resource (water) conservation; provide efficient irrigation delivery to the plant material; and respond to the established maintenance practices.
Additionally, the proposed design will include the identification and remediation of negative visual impacts to the surrounding land uses (residential, commercial, retail).

The existing plant materials include a variety of trees

Tim Mann, RLA (Lynn Capouya Inc.), our Landscape Architect Partner, has extensive experience on Caltrans projects in Southern California. Mr. Mann successfully provided landscape architecture services for ***Metro's I-405 Sepulveda Pass Widening Project and has worked with the City of Thousand Oaks and***

Caltrans District 7 on the SR-101/Wendy Drive Bridge Widening Project.

B.4 Design Surveys/ROW Engineering

Design surveys will be developed during Phase II for final design plans and will include cross sections at 50-foot intervals and as otherwise needed to provide location and elevation of all topographical features between the right of way lines along Sepulveda Boulevard from 33th Street to Rosecrans Avenue. All underground utilities not shown on records but found during potholing, will be surveyed. Proposed required Right of Way lines and proposed temporary and permanent easements will be delineated and legal descriptions and plats will be prepared. A Record of Survey will be filed if required.

HKA, our surveying partner, has performed numerous surveys for Caltrans and is highly qualified to conduct the work required in this contract.

Richard Hernandez, PE, PLS (HKA) has extensive design survey and right of way engineering experience as the survey lead on various Caltrans projects in Southern California. These include work on ***SR 71 and SR 91 corridor projects in District 8 and 12***, *the* ***La Mesa/Nisquali/I-15 Interchange Project in the County of San Bernardino (District 8)*** and currently providing design surveying and construction staking services as part of HKA's ***On-Call with District 7***.

Optional: Aerial Photogrammetric Mapping

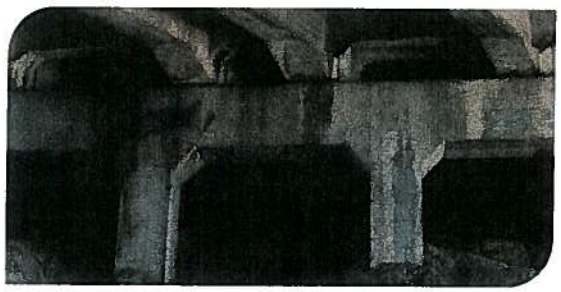
An alternative to the topographic survey or in support of the topographic survey is to map the area. If desired by the City, the HDR Team will employ an aerial mapping specialist and will set photo control points at key locations as approved by Caltrans Survey Department. Each photo control point will be tied to existing project control provided by Caltrans.

3-D Digital Aerial Mapping will be compiled from aerial photographs into Microstation CADD format. The digital mapping will be at a scale of 1": 40' with 1' contour interval for the project site. In addition, a Digital Terrain Model (DTM) will be delivered with X; Y & Z coordinates for development of triangulated irregular network (TIN) files.

B.5 Geotechnical

The importance of soil/structure interaction on a bridge widening project cannot be overstated. Balancing proposed/existing structure foundation stiffness in an effort to eliminate differential settlement is important to the long-term performance of the widening structure. HDR engineers, assisted by Diaz Yourman & Associates (DYA) have successfully performed this task on many structures in our previous projects such as the Port of Los Angeles' C Street Project.

For the proposed widening as presented in the Project Report dated 12/30/04, we anticipate that the new foundation will match the existing widening foundations and consist of cast-in drilled-hole piles to resist seismic lateral loads. Using the same foundation type as the existing structure will reduce differential movement between the existing and proposed widening elements of the bridge. Based on the dense sands anticipated at the site, cast-in-drilled-hole piles will also be the most feasible for deep



The importance of soil/structure interaction on a bridge widening project cannot be overstated.

foundation construction.

During the type selection process, other alternative structure types will be evaluated as potential alternatives for the project. Other superstructure types include but not limited to reinforced concrete slab, reinforced concrete box girder, precast prestressed I-girders, and precast prestressed t-beams will still likely consist of cast-in-drilled hole piles due to the high loads and constructability constraints. However, if a buried arch culvert with cellular concrete backfill is considered as a design alternative, the reduced dead load could potentially eliminate the need for a pile foundation since the existing 1930 structure was constructed on spread footings at the bent locations therefore indicating that the existing soil conditions have high bearing pressure capacity.

DYA will perform borings at the easterly side of the existing bridge in the vicinity of the proposed widening. The actual boring locations will be based upon existing site access and utilities. Existing logs of test borings will be reviewed to possibly reduce the extent of the new field investigation required. The depth of the borings will be determined based upon a proper evaluation of the proposed foundation option.

B.6 Right-of-Way

HDR's qualified and licensed ROW staff will coordinate the right-of-way acquisition process with the City of Manhattan Beach (City) for the acquisition of four (4) permanent easements and four (4) temporary construction easements required for the project's construction. Acquisition of real property will follow the Uniform Relocation Assistance and Real Property Policies Act of 1970. HDR will coordinate and provide information to CALTRANS in support of their (ROW) oversight efforts.

HDR ROW staff will order, review and update for up to four (4) Preliminary Title Reports (PTRs) required for the right-of-way engineering, appraisal and acquisition tasks. ROW Plats and Legal Descriptions will be prepared by HKA, our surveying partner, using the right-of-way requirements generated by HDR. ROW staff will initiate Appraisals and Appraisal Reviews and submit a Statement of Just Compensation to the City for approval.

Upon completion of valuation by others under City's review, HDR staff will prepare all documents required to present an offer for the acquisition of said easements. HDR will make a minimum of three personal contacts with the property owner and negotiate to acquire said easements. In the absence of agreement to sell by the property owner(s) and upon City's approval, HDR will assist the City to proceed with condemnation efforts.

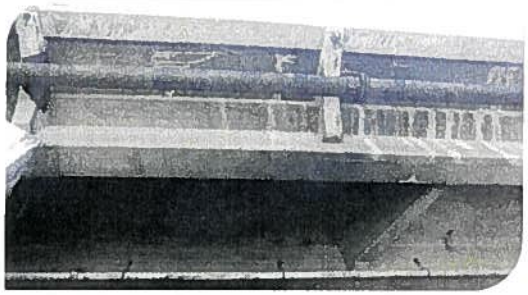
HDR ROW staff will coordinate the relocation of the Pacific Theaters marquee (sign) and any other property owner or tenant personal property located within the Easement or TCE area. In order to minimize ROW costs, larger items located within the TCE will be protected in place.

HDR ROW Staff will also assist during the escrow through the closing. HDR will assist in the preparation of Caltrans ROW certification documentation. Completed acquisition files will be returned to the City for closure.

James Staudinger, our ROW Lead, spent much of his career at Caltrans and knows the processes and how to obtain successful results. He has performed similar task as lead on various projects such as ***UPRR's Colton Crossing, Redland's First Mile, and OCTA's Kraemer Railroad Grade Separation Project.***

B.7 Utilities

B.7.1-B.7.3 Existing Utilities Research



Timely utility relocations are vital to this project's success

Timely utility relocations are vital to a project's success in order to prevent construction delays. HDR has identified two (2) utility relocations on this project, a City of Manhattan Beach water line and Southern California Edison electrical facilities. HDR Agents are familiar with the Streets and Highways Codes, franchise rights, prior easement rights and other rights under which a utility has the authority to operate. HDR will initiate a Report of Investigation to determine under what circumstances, and at whose cost, the utility relocation will be performed. HDR will coordinate utility relocation design efforts, prepare utility agreements and prepare and acquire new utility easements, if necessary.

Existing utilities within the project limits will be surveyed and mapped.

For lines parallel to right of way, location ties as necessary to show relationship to the right of way lines

The HDR team will perform potholing of subsurface utilities to determine horizontal and vertical locations to assist with minimizing the impacts to existing utilities during the design phase.

B.8 Roadway Drainage, and Traffic Management Plans: Specifications: and Reports

The HDR team has successfully delivered multiple Caltrans PS&E packages for a variety of clients such as:

- Port of Los Angeles
- City of Los Angeles
- OCTA
- UPRR
- Rancho Mission Viejo
- Transportation Corridor Agencies (TCA)

This experience and know how ensures that the Sepulveda Bridge Widening PS&E package will be stream lined and delivered using the same resources that were used to successfully deliver projects for the above clients.

B.8.1 Prepare 35%, 65%, 95% and Final Plans

The HDR team will prepare preliminary plans for the 35% and Plans, Specifications, and Estimate (PS&E) for the 65%, 95%, and 100% plans submittal to Caltrans and the City. The plans will be in accordance with the Caltrans' 2008 Plans Preparation Manual. These plans will include but not be limited to the following plan sheets:

- Title Sheet
- Typical Cross Sections
- Key Map and Line Index
- Layouts
- Profiles
- Construction Details
- Temporary Water Pollution Control Plans and Quantities
- Contour Grading
- Drainage Layouts, Profiles, Details and Quantities
- Utility Plans
- Construction Area Signs
- Stage Construction/Traffic Handling
- Pavement Delineation
- Sign Plans, Details and Quantities
- Summary of Quantities

- Retaining Wall Plans, Details and Quantities
- Log of Test Borings
- Irrigation Plans, Details, and Quantities
- Landscape Plans, Details and Quantities
- Lighting and Sign Illumination
- Signal Plans, Details and Quantities
- Bridge Plans

B.8.2 Compile Specifications Using Applicable Caltrans Standard Special Provisions (SSPs)

The HDR team will provide edited draft SSPs and marked up NSSPs (non-standard SSPs) with the 65 % submittal to be processed through District 7 and Caltrans Headquarters for approval. We will also provide an NSSP log which tracks NSSPs specifics such as non-standard item, submittal date, approval date and sponsor. The 95% and 100% submittal will include finalized edited SSPs with approved NSPPs. An estimate based on Caltrans' Basic Engineering Estimate System (BEES) as noted in sections B.11.1 to B.11.2 of this proposal will also be provided with the 65%, 95%, and 100% plan and specification submittals.

B.8.3 Prepare and Submit Required Reports

Reports to be submitted during the PS&E phase of the project include but are not limited to:

- Exceptions to Design Standards Fact Sheets – as noted in section B.3.1-B.3.7 of this proposal
- Life Cycle Cost Analysis (LCCA) – The LCCA will be developed to determine which pavement section alternative is the most cost effective for this project
- Drainage Report – Will include the hydrology and hydraulic calculations with supporting maps and exhibits
- PS&E SWDR – as noted in section B.9 (below) of this Proposal
- Foundation Reports – Will include geotechnical foundation recommendations for all structures, alternative foundation types, potential construction problems and mitigation measures, geotechnical calculations, maps and exhibits in accordance the latest Caltrans requirements as identified in the Foundation Report Preparation for Bridges Guidelines Dated Dec.2009.
- Aerially Deposited Lead (ADL) Report – an ADL study and report will be provided in accordance with Caltrans minimum ADL investigation requirements. The investigation will include: A Health and Safety Plan, Permits, Work Plan, Borings, Soil Sampling, Traffic Control, Laboratory and Statistical Analysis and the Final Report.
- Traffic Management Plan (TMP) – The TMP will be reviewed, elaborated and developed for the 60% and completed at 100% at a level to identify Traffic related Project Impacts including construction requirements and cost of TMP implementation. The TMP will address all of the required strategies outlined in the Preliminary TMP. Special Considerations will be given to the phasing as it relates to this issue.

B.9 Storm Water Data Report

HDR will prepare a Storm Water Data Report (SWDR) for the PS&E phase of the Project in compliance with the new guidelines given in the Caltrans Storm Water Quality Handbook: Project Planning and Design Guide (PPDG). The revisions in the new PPDG (July 2010) address changes to the Caltrans Stormwater Program including new requirements from the new Statewide Construction General Permit (CGP), an improved process for selecting treatment Best Management Practices (BMPs) and a variety of updates to estimating and documenting stormwater decisions in the SWDR. A significant task that will be required is the determination of the project risk level (RL). The new PPDG describes that a project RL will be determined during each phase of project delivery and will be

documented in the SWDR. Another revisions related to the new CGP has to do with estimating. Depending upon the project RL, new stormwater bid items may be required:

- A new item for "Stormwater Annual Report" will be required for all Risk Levels
- For RL 2 and 3 projects, new items for Rain Event Action Plans (REAPs) and stormwater Sampling and Analysis Day will be required.

Vahid Haghdoust, PE, will also be preparing the SWDR for the PS&E phase of this project and recently prepared and received approval on the PS&E SWDR (with the new 2010 PPDG requirements) for **OCTA's SR-57 Northbound Widening Project** in Anaheim.

B.10 Bridge PS&E

HDR's experience with bridge structures and retaining wall design will make the widening of the Manhattan Overhead Bridge seamless and successful. HDR's bridge engineers have extensive experience working on bridge structures and retaining walls locally and across the nation. HDR has extensive experience working with Caltrans and other local city agencies in Southern California in providing engineering services similar to those required for this Project. ***Boris Reznikov, PE*** has extensive experience with Caltrans' Bridge PS&E process in the County of Los Angeles with multiple projects such as the ***City of Los Angeles' Overland Avenue/I-10 Bridge Widening Project***. Mr. Reznikov recently worked with ***Wellington Chu, PE, and Eric Johnson, PE***, to complete the design of two bridge widenings for the ***OCTA's SR-57 Northbound Widening*** based on the latest AASHTO Bridge Design Specifications and California Amendments.

B.10.1 Type Selection

A successful bridge widening begins with careful study of relative movement between the existing and the new structures. Short- and long-term deflections under dead and live loads, expansion and contraction under various temperatures, settlement, seismic movement, and basic structure continuity and stability are all factors that must be tuned to provide a widening that is structurally compatible with the existing bridge.

The Structure Type Selection will be based on viable alternatives that will be evaluated in order to determine the most appropriate structure type suited for the project site. The physical condition of the existing bridge is in fairly good condition but the service life of the existing structure has already exceeded 80 year. Annual maintenance cost will continue to escalate as the age of the bridge continues to increase.

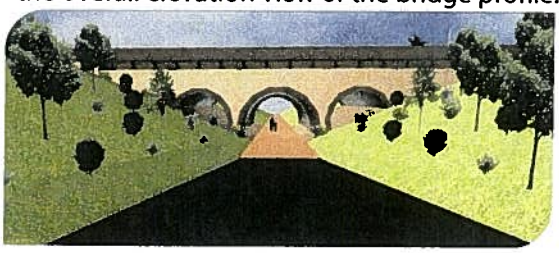
The proposed structure as identified as the preferred Alternative 3 alignment and typical section in the Project Report prepared by Caltrans on 12/30/2004 is a simply Supported 5-span reinforced concrete T beam girder bridge supported on concrete pile foundation. The current decorative barrier railing on the southbound side and type 25 concrete barrier on the northbound side will be replaced with type 26 concrete barriers to meet current design standards.

The proposed widening will require replacement or enhancement of existing bridge features. These features include the pedestrian sidewalks, concrete barrier rail, and access control fencing. These features, due to there proximity to the viewer, will provide an opportunity for aesthetic enhancement of the structure. The proposed features should consider: material type, color, and texture of the existing bridge components; their relationship to the established architectural theme; and the functional requirements of the facility. Additionally, the bridge design should recognize, and express sensitivity to, the visual and functional impacts to the existing recreational trail passing beneath the structure.

Not identified in the Advanced Planning Study is the construction and potential abutment retrofit of the existing bridge to accommodate a new approach slab. Since the new widening will have an approach slab to mitigate potential differential settlements between the approach and abutment, it is typical Caltrans procedure to provide an approach slab for the full width of the traveled way. The construction of a new approach slab on the existing bridge requires additional investigation and project planning with respect to construction staging and lane closures. We have explored a wide range of potential design alternatives for this project. Other superstructure types considered include but not limited to reinforced concrete slab, reinforced concrete box girder, precast prestressed I-girders, and precast prestressed t-beams and a buried arch culvert with cellular concrete backfill. The evaluation of other feasible alternatives is to provide the City with the most cost effective solution within its defined budget which can be constructed within or faster than the proposed schedule.

The buried arch culvert with cellular concrete backfill (We are currently using cellular concrete as backfill for our approaches to the overhead structure on the final design of our **Colton Crossing Project for UPRR** in the City of Colton) is an innovative approach to provide an alternative structure type that addresses the needs for a new widening as well as addresses the seismic deficiencies of the existing Manhattan Overhead and existing widening built in the early 1970's. To provide a 3-span arched culvert with architectural finished exterior faces for the new widening and to retrofit the existing 5-span framed structure into the 3-span culvert, the arched spans would constructed using precast concrete arched spans or steel plated arched sections supported on spread footing or leveling pad foundations. The use of prefabricated section would provide consistency and quality control of the manufactured section as well as provide a faster construction sequence in order to mitigate and minimize traffic impact to the traffic on Sepulveda Blvd. Once the precast arches are installed in place, decorative headwalls with architectural features wouldbe installed to confine the cellular concrete fill. The use of the cellular concrete fill as a lightweight backfill material reduces the applied load to be within the allowable soil bearing pressure for a spread footing thus reducing the overall cost of the bridge foundation. By changing the structural behavior of the bridge from a framed structure to a buried structure, additional cost saving due to long term maintenance of the existing structure can be achieved. By backfilling underneath the bridge, damage to the existing superstructure due to bending moments and shear for a simply supported structure can be eliminated since the superstructure will be fully supported by the cellular concrete fill.

The buried arch culvert alternative provides aesthetically pleasing architectural features that provide a gateway to the local greenbelt area. Arched entryways provide a sense of openness to the area while maintaining similar design features currently seen within the existing barriers and that can be incorporated into the new type 26 barriers and sidewalks. Decorative tiles and ribbed texturing can also be incorporated into the headwalls thus enhancing the overall elevation view of the bridge profile.



Artist rendering of one possible design solution for this project - Buried Arched Culvert

Alternative Comparisons Chart

Structure Type	Benefits/Pros	Challenges/Cons
Project Report Alternative (Reinforced Concrete T-beams)	-Matches existing structure types -Maintains minimum vertical clearance	-Requires seismic retrofit of non-ductile columns -Requires the construction and retrofit of the existing abutment to accommodate a new approach slab - Requires falsework erection -18 month construction schedule -Long term maintenance and rehabilitation cost to the original 1930 structure
Precast I-girders/Tbeams	-Matches existing structure types -Increases minimum vertical clearance -Decreased construction schedule -No falsework erection	-Requires seismic retrofit of non-ductile columns -Requires the construction and retrofit of the existing abutment to accommodate a new approach slab -Long term maintenance and rehabilitation cost to the original 1930 structure -Increased material costs
Reinforced Concrete Slab bridge	-Increases minimum vertical clearance -Reduced design effort by utilizing design standards(Bridge Design Aids 4-10) -Reduced material cost	-Dissimilar superstructure types -Requires seismic retrofit of non-ductile columns -Requires the construction and retrofit of the existing abutment to accommodate a new approach slab -Requires falsework erection -Long term maintenance and rehabilitation cost to the original 1930 structure
Buried Culvert	-Eliminates the need for seismic retrofit of the existing columns -Reduces the cost of long term maintenance of aging structures -Eliminates the need for falsework erection -Decreases the overall construction schedule thus minimizing the financial impacts to the surrounding business -Projected 12 month construction schedule -The cost of cellular concrete backfill material is less than traditional backfill material -Increases the service life of the existing structure thus avoiding costly bridge replacement -Aesthically pleasing	-Potential for graffiti -Reduced minimum vertical clearance

B.10.2 Seismic Evaluation

During the type selection phase of the design process, seismic retrofit analysis of the existing structures is required to identify structural deficiencies and provide seismic retrofit strategies and solutions Bridges that are to be widened should be upgraded as closely as practicable to the current seismic safety standards. The widening may change the seismic behavior of the entire structure and require it to be upgraded. The extent of and the methods of upgrading will vary with each individual structure depending upon the location, amount of widening and the type of widening. Approach slab failure/settlement should also be considered during the seismic evaluation. In order to accommodate a new approach slab on the existing structure, paving notch extensions will be required to provide adequate seat width for the approach slab.

Based on an initial assessment of the proposed alternative in the project report, in order to increase the ductility of the existing columns, steel column casing can be installed around the existing columns to increase the displacement capacity and stiffness of the column thus decreasing the displacement demand.

One of the unique features of the design approach for the buried culvert is the elimination of providing a seismic retrofit to the existing columns in order to increase its ductility capacity. By encasing the columns with the cellular concrete fill, the overall bridge responses changes from a framed structure to a buried structure behavior where the overall seismic response of the structure is governed by the abutments.

B.10.3 Specifications

During the PS&E phase of the project, the HDR design team will prepare structural specifications using the applicable Caltrans SSP's. We will work together with the City in order to prepare a set of specifications that meet their standard bid documents.

B.10.4-10.6 Deliverables (Plans, Estimate, Calculations)

HDR will utilize its previous project experience in working with Caltrans Office of Specially Funded Projects (OSFP) to provide a seamless union between the various agencies and parties involved in this project. Our extensive experience with preparing PS&E documents for 35%, 65%, 95%, and Final Plans, marginal estimates, design calculations, independent check calculations, and workday schedules will help to ensure that the project stays on schedule, on budget, and results in a quality product.

B.11.1 – 11.2 Cost Estimate

The present economic situation has presented challenges for all of us, funding transportation projects is no exception. With construction bids coming in at as much as 35 percent lower then the engineer's estimate, accurate estimates becomes a risk factor that needs to be properly managed. The HDR team will prepare cost information consistent with the Caltrans Basic Engineers Estimate System (BEES) format.

The Caltrans cost database (District 8 http://sv08data.dot.ca.gov/contractcost/index.php[2]) will be used to obtain the latest bid information to evaluate accurate bid item prices, reflecting historical trends and current economic conditions. The estimate will also include associated item codes for supplemental work

[2] The District 8 link provides the most recent available bid item pricing on Caltrans Projects throughout the State.

and state furnished materials. Using BEES item codes will coordinate with the Caltrans Specifications and facilitate the Caltrans review process. Our approach will also include analyzing the following major components that are risk factors in obtaining an accurate estimate of probable cost:

- ROW Impacts
- Proposed Structure Improvements -
- Provide a cost based on proposed structure widening including constructability factors
- Environmental Impacts – Costs such as mitigation solutions and hazardous waste cleanup will be properly documented.
- Support Cost – Meticulously capture all costs required to develop the Project prior to construction. This approach will result in reliable cost estimates that can be used to proceed to the next Project phases with a high level of confidence.

There will be a separate detailed traffic estimate that will address foundations, conduit, conductors, poles, mast arms and all other signal system equipments as approved by Caltrans.

B.12 Submittals

B.12.1 Formal Submission (All Phases)

All formal submissions shall be subject to our QA/QC process as briefly summarized in Section 2.2.3 of this Proposal. All drawings will be in English units and conform to applicable local, county, state, and federal standards, regulations, policies, procedures, manuals and practices.

All submittal drawings will be prepared in Microstation V8i format. Final record drawings will be provided in both Microstation and AutoCAD formats.

Cross sections will be provided in graphic format and in numerical format (grid grades). These cross sections will be part of the final plan set and the Resident Engineer's file (RE file) that are submitted to the City in preparation for construction of the Project.

B.12.2 Submittals to City, Caltrans, Agencies, and Utilities (All Phases)

HDR will Submit 35%, 65%, 95% and 100% plans simultaneously to the City and Caltrans for review. Submittal will include the previous submittal check prints plus a comments matrix log that will facilitate the review process. The number of submittal copies provided was stipulated in the RFP and is summarized in the table below.

		SUBMITTAL COPIES								
AGENCY	SIZE	35%	65&	95%	100%	SSPs	Estimate	PR	ED	Other reports
Caltrans	11X17	30	30	30	30					
	Full size									
	N/A					30	30	30	30	4
City	11X17	2	2	2	2					
	Full size	2	2	2	2					
	N/A					2	2	2	2	2

HDR will submit plans directly to the utility owners for review of anticipated conflicts

The City will receive a copy of the RE File (includes pertinent information for the construction of the project per the RTL Guidelines) during the "transfer meeting" that occurs after final plans and before construction begins. The City will also receive a copy of all documentation regarding the Project and the close out of the Project.

B.13 Obtain Authorizations (E-76) for Construction from Caltrans

The E-76 authorization of funds for Construction of this project will be processed through the submittal of *Request for Authorization to Proceed with Construction* (Exhibit 3-D), *Request for Authorization Data Sheets* (Exhibit 3-E), *Finance Letter* (Exhibit 3-O), *Preliminary Estimate of Cost* (Exhibit 12-A), *Approved Environmental Document, R/W Certification, PS&E Certification* (Exhibit 12-C), *PS&E Checklist* (Exhibit 12-D), *Local Agency Construction Contract Administration Checklist* (Exhibit 15-A), and *Project Prefix Checklist* (Exhibit 3-L).

Abdollah Ansari, can assist the City in preparing and processing the E-76 Application. Mr. Ansari has prepared multiple E-76 Packages including one for **The City of Ventura's California Street Project.**

C. Phase III Construction Support Phase

C.1 Bidding Support

C.1.1 Copies of the Design Drawings and Contract Documents

C.1.2 Questions During Bidding and Pre-Construction Meeting

C.2 Construction Support

C.2.1 Questions During Construction and Requests for Information (RFI's)

C.2.2 Review Contractor Submittals

C.2.3 Preparation of Record Drawings

C.2.4 Owner of Original Drawings, Documents, and Other Information

The HDR team will provide engineering support services during the bidding and construction phases of the project. We will support the City and its construction manager in their oversight of the construction contract. Our services may include general technical support, preparation of addenda and conforming the drawings, specifications, and other project documents during the bidding phase; and management of support services, quality control, quality assurance, preparation of progress status reports, invoices and logs, attending meetings, participating in field reviews, response to Requests for Information (RFI), and Requests for Changes (RFC), review of contractors' submittals and shop drawings, review of field generated "Non-conformance Reports", incorporation of all redlines by the contractor and preparation of the final as-builts during construction phase.

3. Terms and Conditions

HDR requests that the following revisions be incorporated in the City's Professional Services Agreement.

- Paragraph 4 to be rewritten to comply with industry standards and insurability:

Professional Standards: Consultant shall maintain the customary level of competency presently maintained by other similar practitioners in the State of California, for professional services under this Agreement.

- Paragraphs 7.1 and 7.2 (4)

Insurance Requirements: Replace "do business" with "provide insurance". This will allow Consultant the ability to carry insurance with a "non-admitted" California carrier should the need arise.

- Paragraph 12 to be rewritten to clarify the intended use of documents produced for this project.

Ownership: Upon payment of all monies rightfully owed by the City to Consultant herein, all documents or other information created, developed or received by Consultant with the exception of those standard details and specifications regularly used by the Consultant in its normal course of business, shall be the sole property of the City. Consultant shall provide City with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement. Any reuse or modification of such documents for purposes other than those intended by the Consultant under its scope of services shall be at the City's sole risk and without liability to the Consultant.

- Paragraph 21 to be rewritten to clarify indemnification by Consultant in conformance with Civil Code 2782.8(a).

Indemnification: Consultant agrees to indemnify and hold harmless City and its elective or appointive boards, officers, agents, attorneys and employees from claims, liabilities, expenses, or damages of any nature, including reasonable attorney's fees, to the extent caused by the Consultant's negligence, recklessness or willful misconduct in the performance of the Agreement by Consultant, Consultant's agents, officers, employees, subcontractors, or independent contractor(s) hired by Consultant. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Consultant's indemnification and defense obligation shall be limited to the percentage of fault apportioned to Consultant by a court of law, arbitrator or by mutual agreement between the parties.

May 15, 2012

Mr. Edward Kao, P.E.

Senior Civil Engineer

City of Manhattan Beach

1400 Highland Avenue

Manhattan Beach, CA 90266

Subject: List of Assumptions to be added to Contract for Engineering Services for the Sepulveda Bridge Widening Project

Mr. Kao,

I have listed the assumptions below that we have discussed and agreed to add as part of the contract:

1. We are not anticipating having to redo the PA&ED phase of this project which is reflected in our fee. However, some documents may have to be redone (ISA, SWDR, etc.) to comply with requirements. Also, some tasks (e.g. surveying) are being done early (as we complete the PA&ED phase) to accelerate and streamline the process as we move into phase 2 of the project.
   During negotiations and further investigation it was found that there is an approved SWDR for the PA&ED phase of the project. Our assumption is that we will only need to provide a SWDR for the PS&E phase of the project.
2. The fee reflects a revalidation effort. If during Phase 1 it is determined that recirculation of the Environmental Document is necessary, we will submit a scope and fee adjustment to reflect that effort.
3. Initial Site Assessment (ISA) is phase 1 only. If it is determined that a phase 2 is necessary, we will submit a scope and fee to reflect that effort
4. 4 parcels are being impacted by this project
5. We are assuming that Caltrans will not require a Life Cycle Cost Analysis (LCCA) for this project. If it is required, we will submit a scope and fee to reflect the effort.
6. We are assuming a Type 1 Retaining Wall design for the required wall south of the bridge. If it is determined that a special design or other type of wall is needed, HDR will meet with the City to discuss alternatives and determine the optimum solution for this project.
7. A Bridge Site Data Submittal (Structures) was not reflected in the RFP but needs to be added to the scope. This is a requirement before Type Selection. We have added it as Task B.10.0.
8. There will be 6 bridge borings (1 for each bridge support), 1 for the retaining wall and 1 for the pavement. There will also be a maximum of 6 ADL borings (maximum 5ft deep).

9. There is an existing SWDR for the PA&ED phase of the project. Our assumption is that we will only need to provide a SWDR for the PS&E Phase of the project. This additional assumption is from email dated Feb 6, 2012 and is also reflected in the update to the first bullet assumption above.
10. Because of the size of the Project, we anticipate Caltrans will allow us to submit a combined GDR/Materials Report. This additional assumption is from email dated Feb 6, 2012.
11. HDR assumes that we will not need to prepare an APS since an approved one already exists.
12. There are approved Exceptions to Advisory and Mandatory Standard Fact Sheet. If necessary, Supplemental Exceptions to Advisory and Mandatory Standard Fact Sheets will be prepared during PS&E
13. The attached revised schedule and above assumptions will supersede language in the Approach to Scope (Scope of Services) attachment. For example, the Approach to Scope states that HDR will conduct bi-weekly PDT meeting. During negotiations and discussions with the City, it was decided that monthly PDT would be adequate and conference call between PDT meetings appropriate if necessary. The monthly PDTs are reflected in the Project Schedule
14. New Caltrans or regulatory agency requirements and protocols (not originally covered in the scope) could affect scope and fee. If new requirements and or protocols are required, it is assumed that The City and HDR will come to a reasonable agreement as to the scope and fee needed for the additional effort
15. Assume Caltrans will waive any type of fees with regards to encroachment permits given that HDR and its subs represent The City in this project
16. After various discussions with the City, HDR assumes that the project modifies only the northeast curb return of 33rd Street. Modification to any other curb returns or handicap access ramps is not included in the scope of work

Please call me if you have any questions or wish to discuss any particulars in more detail. Looking forward to getting started on this project!

Kind regards,

Camilo Rocha, P.E.

Project Manager

Cc: Steve Finton, City Engineer

Tom Kim, HDR

EXHIBIT B

COMPENSATION

Consultant shall be paid on a time and materials basis based on the hourly rates set forth in the Fee Proposal attached hereto for the tasks and reimbursements listed therein. Consultant shall be reimbursed only for the expenses set forth in the Fee Proposal in the amount and rates set forth therein. The compensation amount listed herein includes the compensation for any subcontractors retained by Consultant. City is not obligated to directly compensate the subcontractors.

City of Manhattan Beach
Sepulveda Avenue Bridge Widening Supplementatl PA/ED and PS&E
Breakdown of Hourly Fees by Firm*

Consultant	Project Management		Phase 1		Phase 2		Bidding		Construction		ODC	Total	
	Fee	% of Total	Fee	% of Total	Fee	% of Total	Fee	% of Total	Fee	% of Total		Fee	% of Total
HDR	$ 146,247	100%	$ 81,066	24%	$ 629,869	77%	$ 11,563	100%	$ 41,555	97%	$ 46,685	$ 956,984	65%
Diaz Yourman	$ -	0%	$ 70,488	21%	$ 31,746	4%	$ -	0%	$ -	0%	$61,659	$ 163,893	11%
GPA Environmental	$ -	0%	$ 122,616	36%	$ 4,378	1%	$ -	0%	$ -	0%	$3,450	$ 130,444	9%
HKA	$ -	0%	$ 31,042	9%	$ 50,106	6%	$ -	0%	$ 1,225	3%	$2,675	$ 85,048	6%
Iteris	$ -	0%	$ 30,186	9%	$ 51,596	6%	$ -	0%	$ -	0%	$1,650	$ 83,432	6%
Lynn Capouya	$ -	0%	$ 4,189	1%	$ 47,159	6%	$ -	0%	$ -	0%	$3,300	$ 54,648	4%
Total	$ 146,247	100%	$ 339,588	100%	$ 814,853	100%	$ 11,563	100%	$ 42,780	100%	#######	$ 1,474,449	100%

ODC =Other direct cost

Exhib 1 of 20

City of Manhattan Beach

Sepulveda Avenue Bridge Widening

Supplemental PA/ED and PS&E

HDR Inc. Fee Proposal

HDR Task	2012 Fee Schedule Description	PIC (Tom Xim)	Project Manager (Camilo Rocha)	QA/QC Manager (Mark Hagar)	Task Manager (Steven Leathers)	Senior Structure Engineer (Boris Rosiliov)	Senior Structure Engineer (Eric Johnson)	Senior Roadway Engineer (Liem Nguyen)	Task Manager (Brooke Rivera)	Senior Structure Engineer (Washington Chu)	Roadway Engineer (Jack Tang)	Utility Engineer (Andy Duong)	Drainage Engineer (Vahid Haghdoust)	Structure Designer (Zach Dadat)	Civil Designer (Ravi Shah)	Right Of Way Agent (James Saudinger)	WA Facilitator (Ken Smith)	CADD II (Marc Miller)	CADD I (Patricia Martaugh)	Admin II (Anna Rhodes)	Admin I (Carmen Mehlig)	TOTAL LABOR HOURS	TOTAL DOLLARS	Reimbursable Costs: Mileage	Postage	Reproduction	Title Reports and R/W Appraisals	Parking	Photoblog	Subconsultants: Dan Trueman	GPA Environmental	WGA	Iteris	LCI	TOTAL COST
		$ 314.37	$ 216.50	$ 221.50	$ 242.04	$ 232.04	$ 196.83	$ 207.81	$ 168.28	$ 163.56	$ 176.52	$ 148.44	$ 133.67	$ 97.32	$ 103.73	$ 193.72	$ 255.78	$ 130.06	$ 109.53	$ 124.89	$ 79.38														
	Project Management																																			
	Project Initiation Documents																					0	$ -													$ -
	Project Management Plan		24																		12	36	$ 6,149		$ -	$ 10										$ 6,149
	Project Quality Control and Assurance Plan		6	16																		22	$ 4,845		$ -	$ 10										$ 4,845
	Coordination and Meetings																					0	$ -													$ -
	Biweekly City Meetings	2	12		8	2		2	6	4			4									40	$ 8,237	$ 800		$ 10										$ 8,237
	Monthly Caltrans PDT Meetings		4		4	2		2	6	4			4									26	$ 4,908	$ 400		$ 10	$ 100	$ 100								$ 4,908
	Additional Meetings and Coordination		5		5	2		2		4			4									22	$ 4,357	$ 200		$ 5	$ 20	$ 20								$ 4,357
	Administration																					0	$ -													$ -
	Project Schedules		5																			5	$ 1,083			$ 10										$ 1,083
	Document Control																			10		10	$ 1,249		$ 30	$ 100										$ 1,249
	Progress Reports and Invoices		4																		4	8	$ 1,184		$ 5	$ 5										$ 1,184
	TOTAL LABOR HOURS	2	80	16	17	8	0	6	12	12	0	0	12	0	0	0	0	0	0	10	16	199													
	TOTAL DOLLAR	$ 629	$ 12,980	$ 3,546	$ 4,115	$ 1,392	$ -	$ 1,242	$ 2,019	$ 1,963	$ -	$ -	$ 1,597	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,248	$ 1,270		$ 32,011	$ 1,400	$ 45	$ 160	$ 120	$ 120	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,011
A	**Phase 1 - Preliminary Engineering**																																			
A.1.1	Research of Existing Records				4			20	6	20			20		20							90	$ 14,125			$ 100										
A.1.2	Field Investigations		4		4	4		4		4			4		4	4						32	$ 5,967													
A.2	Right of Way Search							4			6				3	40						53	$ 10,154	$ 100		$ 20										
A.3	Existing Utilities Research				8			4	8		4	8			15			20	20			87	$ 12,352			$ 100										
A.4	Draft Storm Water Data Report		8	8									60									74	$ 11,046			$ 20										$ 11,046
A.5	Geotechnical Studies: PFR, PGDR, and ADL Testing																					0	$ -													$ -
A.7	Hazardous Waste/Initial Site Assessment																					0	$ -													$ -
	TOTAL LABOR HOURS	0	12	8	16	4	0	32	14	24	10	8	84	0	42	44	0	20	20	0	0	336														
	TOTAL DOLLAR	$ -	$ 2,586	$ 1,330	$ 3,873	$ 928	$ -	$ 6,624	$ 2,358	$ 3,924	$ 1,765	$ 1,187	$ 11,178	$ -	$ 4,364	$ 8,523	$ -	$ 2,601	$ 2,191	$ -	$ -		$ 53,844	$ -	$ -	$ 20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 53,844
B	**Phase 2 - Final Design**																																			
B.1	Prepare & Submit E-76 Application		4						45													49	$ 8,439			$ 10										$ 8,439
B.2	Permits		4						35						16							55	$ 8,415			$ 10										$ 8,415
B.3.1-B.3.7	Design Standards		20		15			10			20				10			5	5			85	$ 15,835			$ 20										$ 15,835
B.3.8	Bridge Structural Capacity (See Task B.10)																					0	$ -													$ -
B.4	Design Surveys																					0	$ -													$ -
B.5	Supplemental Geotechnical Studies (FR, GDR)																					0	$ -													$ -
B.6	Right of Way Needs Documentation															100						100	$ 19,372	$ 250			$ 23,000									$ 19,372
B.7	Utility Conflict Identification and Mitigation		7		10			5			10		25		30	17						104	$ 16,865			$ 20			$ 10,000						$ 16,865
B.8	*Roadway PS&E*																					0	$ -													$ -
B.8.1	Prepare 35%, 65%, 95%, and Final Plans																					0	$ -													$ -
	Title Sheet & Location Map				0			0							1			1	1			3	$ 343													$ 343
	Typical Cross Sections		0		1			2			2				3			2	2			12	$ 1,799													$ 1,799
	Key Map & Line Index										0				0			1	1			2	$ 240													$ 240
	Layouts		0		2			2			2				5			2	2			13	$ 2,249													$ 2,249
	Profiles		0		0			0			1				3			1	1			6	$ 727													$ 727
	Ordinate Layouts, Profiles, Details and Quantities		2										3		3			2	2			12	$ 1,623													$ 1,623
	Environmental Plan Review																					0	$ -													$ -
B.8.3	Additional Reports and Documentation																					0	$ -													$ -
	Supplemental Fact Sheets																					0	$ -		$ 10	$ 10										$ -
	Ordinance Report																					0	$ -		$ 10	$ 20										$ -
B.9	Final SWDR																					0	$ -		$ 10	$ 10										$ -
B.10	*Bridge PS&E*																					0	$ -													$ -
B.10.0	Bridge Site Data Submittal		4		12			10		48	10			60								142	$ 20,060													$ 20,060
B.10.1	Type Selection		3			10	10			48				50				15	15			150	$ 21,133		$ 30	$ 18										$ 21,133
B.10.2	Seismic Evaluation					20	30			76				15								141	$ 24,439		$ 30	$ 10										$ 24,439
B.10.3	Specifications																					0	$ -													$ -
	65% Specifications																					0	$ -		$ 30	$ 20										$ -
	95% Specifications																					0	$ -		$ 30	$ 20										$ -
	100% Specifications																					0	$ -		$ 30	$ 20										$ -
	TOTAL LABOR HOURS	0	44	0	40	20	40	28	80	168	48	25	3	125	71	117	0	30	30	0	0	877														
	TOTAL DOLLAR	$ -	$ 9,525	$ -	$ 9,681	$ 4,641	$ 7,877	$ 5,820	$ 13,462	$ 27,479	$ 7,944	$ 3,711	$ 399	$ 12,165	$ 7,385	$ 22,793	$ -	$ 3,853	$ 3,247	$ -	$ -		$ 142,447	$ 250	$ 180	$ 188	$ 23,000	$ -	$ 10,000	$ -	$ -	$ -	$ -	$ -	$ 142,447
	TOTAL LABOR HOURS	2	116	22	73	40	40	67	106	204	53	33	99	125	115	161	0	50	50	10	16	1,364														
	TOTAL LABOR DOLLAR	$ 629	$ 25,153	$ 4,875	$ 17,669	$ 9,262	$ 7,877	$ 13,870	$ 17,837	$ 33,367	$ 9,709	$ 4,898	$ 13,174	$ 12,165	$ 11,929	$ 31,227	$ -	$ 6,454	$ 5,437	$ 1,249	$ 1,270		$ 228,103							$ 570,499	$ 117,554	$ 46,184	$ 30,186	$ 4,199	$ 228,103
	TOTAL REIMBURSABLES																						$ 25,475	$ 1,650	$ 225	$ 360	$ 23,120	$ 120	$ 10,000	$ 561,558.00	$ 63,450.00	$ 1,558.00	$ 1,358.00	$700.00	$ 104,084
	TOTAL FEE																						$ 253,578							$ 132,047	$ 121,004	$ 49,734	$ 31,536	$ 4,899	$ 602,799

Exhibit 2 of 20

City of Manhattan Beach

Sepulveda Avenue Bridge Widening

Supplemental PA/ED and PS&E

HDR Inc. Fee Proposal

HDR Task	2013 Fee Schedule Description	PIC (Tom Kim)	Project Manager (Camilo Rocha)	QA/QC Manager (Mark Hogan)	Task Manager (Steven Leathers)	Senior Structure Engineer (Boris Rezniikov)	Senior Structure Engineer (Eric Johnson)	Senior Roadway Engineer (Liem Nguyen)	Task Manager (Brooke Rivera)	Senior Structure Engineer (Wellington Chu)	Roadway Engineer (Jack Tang)	Utility Engineer (Andy Duong)	Drainage Engineer (Vahid Haghdoust)	Structure Designer (Zack Daniel)	Civil Designer (Ravi Shah)	Right Of Way Agent (James Stauffinger)	VA Facilitator (Ken Smith)	CADD II (Marc Miller)	CADD I (Patricia Murtaugh)	Admin II (Anna Rhodes)	Admin I (Carmen McNeil)	TOTAL LABOR HOURS	TOTAL DOLLARS	Reimbursable Costs: Mileage	Postage	Reproduction	Title Reports and R/W Appraisals	Parking	Potholing	Subconsultants: Dias Tourman	GPA Environmental	WKA	Harris	KCI	TOTAL COST
	Hourly Rate	$ 322.23	$ 221.91	$ 227.14	$ 248.09	$ 237.84	$ 201.85	$ 212.19	$ 172.49	$ 187.63	$ 180.94	$ 152.15	$ 136.40	$ 191.21	$ 107.88	$ 201.46	$ 256.81	$ 135.26	$ 113.92	$ 129.88	$ 82.56													
	Project Management																																		
	Project Initiation Documents																					0	$ -												$ -
	Project Management Plan		18																			18	$ 3,994		$ 10	$ 20									$ 3,994
	Project Quality Control and Assurance Plan			8																		8	$ 1,817		$ 10	$ 20									$ 1,817
	Coordination and Meetings																					0	$ -												$ -
	Biweekly City Meetings		50		18	4		8	8	6			6									110	$ 23,685	$ 1,200		$ 20									$ 23,685
	Monthly Caltrans PDT Meetings		36		18	12		8	16	12			18									118	$ 23,809	$ 200		$ 20	$ 200	$ 200							$ 23,809
	Additional Meetings and Coordination		24		6	4		8	8	4			9									61	$ 12,317	$ 250		$ 10	$ 40	$ 40							$ 12,317
	Administration																					0	$ -												$ -
	Project Schedules		12																			12	$ 2,663			$ 20									$ 2,663
	Document Control																			48		48	$ 6,234		$ 60	$ 200									$ 6,234
	Progress Reports and Invoices		24																		19	43	$ 6,895		$ 10	$ 10									$ 6,895
	TOTAL LABOR HOURS	0	174	8	42	22	0	18	32	22	0	0	33	0	0	0	0	0	0	48	19	418													-
	TOTAL DOLLAR	$ -	$ 38,613	$ 1,817	$ 10,420	$ 5,233	$ -	$ 3,819	$ 5,520	$ 3,888	$ -	$ -	$ 4,501	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,234	$ 1,569		$ 81,414	$ 1,650	$ 90	$ 320	$ 240	$ 240	$ -	$ -	$ -	$ -	$ -	$ -	$ 81,414
A	**Phase 1 - Preliminary Engineering**																																		
A.6	Environmental Documentation and Supplemental PR																					0	$ -												$ -
	Environmental Documentation																					0	$ -												$ -
	Supplemental Project Report		20	8	16								8		60			30	30			192	$ 27,421												$ 27,421
	TOTAL LABOR HOURS	0	20	8	16	0	0	0	0	0	0	0	8	0	60	0	0	30	30	0	0	192													
	TOTAL DOLLAR	$ -	$ 4,438	$ 1,817	$ 3,968	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,091	$ -	$ 6,530	$ -	$ -	$ 4,058	$ 3,417	$ -	$ -		$ 27,421	$ 1,650	$ 90	$ 320	$ 240	$ 240	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,421
B	**Phase 2 - Final Design**																																		
B.3.9	Striping and Pavement Delineation Plan (See Task B.8.1)																					0	$ -												$ -
B.3.10	Traffic Signal Modification Plans (See Task B.8.1)																					0	$ -												$ -
B.3.11	Street Lighting Plans (See Task B.8.1, Electrical)																					0	$ -												$ -
B.3.11b	Transportation Management Plan																					0	$ -												$ -
B.3.12	Highway Planting and Irrigation Plans (See Task B.8.1)																					0	$ -												$ -
B.8.1	Prepare 35%, 65%, 95%, and Final Plans																					0	$ -												$ -
	Title Sheet & Location Map				2			2							4			6	6			22	$ 2,778												$ 2,997
	Typical Cross Sections		2		4			4			8				12			6	6			53	$ 6,460												$ 6,039
	Key Map & Line Index										2				2			4	4			14	$ 1,574												$ 1,787
	Layouts		3		5			8			8				20			7	7			71	$ 8,628												$ 10,485
	Profiles		3		2			2			5				12			3	3			37	$ 4,561												$ 5,220
	Construction Details		5		7			8			10				40			14	14			98	$ 14,102												$ 13,650
	Temporary Water Pollution Control Plans			3									10		15			5	5			39	$ 5,049												$ 4,895
	Contour Grading Plans		2		3			4			10				15			3	3			41	$ 5,369												$ 5,178
	Drainage Layouts, Profiles, Details and Quantities		8										47		47			12	12			138	$ 18,246												$ 17,371
	Utility Plans		3		7							20			50			17	17			115	$ 15,193												$ 14,688
	Construction Area Sign Plans				3			4							10			2	2			21	$ 3,210												$ 3,110
	Stage Construction Plans		3		10			10							20			3	3			50	$ 8,381												$ 8,134
	Traffic Handling Plans		9		20			20							40			14	14			118	$ 18,858												$ 18,289
	Detour Plans		3		10			10							20			3	3			50	$ 8,381												$ 8,134
	Pavement Delineation and Signage Plans																					0	$ -												$ -
	Summary of Quantities				3			4							10			14	14			45	$ 6,210												$ 5,995
	Retaining Wall Plans & Details		5		5			6		10	50				20			13	13			122	$ 19,794												$ 19,235
	Planting & Irrigation Plans																					0	$ -												$ -
	Street Lighting and Electrical Plans																					0	$ -												$ -
	Response to Agency Comments		14		21			24			10		15		8							91	$ 17,995												$ 17,534
	Environmental Plan Review																					0	$ -												$ -
	Drainage and water quality		3										20									23	$ 3,491												$ 3,491
	Construction Staging		7								30											37	$ 6,955												$ 6,955
	Pavement Delineation and Signing																					0	$ -												$ -
	Electrical																					0	$ -												$ -
	Planting & Irrigation																					0	$ -												$ -
B.8.3	Additional Reports and Documentation																					0	$ -												$ -
	Supplemental Fact Sheets		7		28			20														54	$ 12,596												$ 12,598
	Drainage Report		10										120									130	$ 18,658												$ 18,658
B.9	Final SWDR		10										100									110	$ 15,930												$ 15,930
B.10.3	Specifications																					0	$ -												$ -
	65% Specifications		17			20	30			76												143	$ 27,371												$ 27,371
	95% Specifications					5	10			46												61	$ 10,920												$ 10,920
	100% Specifications		17			5	10			46												78	$ 14,737												$ 14,737
B.10.4-B.10.6	Plans and Calculations																					0	$ -												$ -
	65% Plans		28							8				30				135	150			351	$ 45,832		$ 30	$ 50									$ 45,832
	65% Design Calculations		28							30				120								178	$ 23,282												$ 23,282
	95% Plans		24			2	2			12				15				46	53			154	$ 22,031		$ 30	$ 50									$ 22,031
	95% Independent Check Design Calculations					2	6			20				110								138	$ 16,173												$ 16,173
	95% Quantities									15				80								95	$ 10,612												$ 10,612
	95% Independent Check Quantities					5	10							80								95	$ 11,304												$ 11,304
	100% Plans		28			2	4							10				18	20			82	$ 13,115		$ 30	$ 50									$ 13,115
	100% Design Quantity Calculations									8				30								38	$ 4,377												$ 4,377
	100% Supplemental Independent Check Quantity					2	6							30								38	$ 4,723												$ 4,723
	100% Supplemental Design Calculations									8				30								38	$ 4,377												$ 4,377
	100% Supplemental Independent Check Calculations					2	6							30								38	$ 4,723												$ 4,723
	Environmental Plan Review																					0	$ -												$ -
B.11.1-B.11.2	Cost Estimates (Non Structural)																					0	$ -												$ -
	65% Quantities and Cost Estimate		7		7			5			5		5		40							69	$ 10,196												$ 10,196
	95% Quantities and Cost Estimate		3		5			5			5		5		30							54	$ 7,927												$ 7,927
	Final Quantities and Cost Estimate		3		2			2			2		2		15							24	$ 3,486												$ 3,486
B.12	Submittals (See Tasks B.1-B.11)			25	17			5		20			20		12			9	9			136	$ 22,549		$ 200	$ 4,000									$ 22,549
B.13	Obtain Authorization for Construction from Caltrans (See Task B.1)		6		28																	34	$ 8,278												$ 8,278
	TOTAL LABOR HOURS	0	258	28	189	45	84	141	0	298	145	20	344	585	442	0	0	334	398	0	0	3322													
	TOTAL DOLLAR	$ -	$ 57,289	$ 6,460	$ 46,839	$ 10,703	$ 16,953	$ 29,919	$ -	$ 55,179	$ 26,235	$ 3,043	$ 46,922	$ 58,208	$ 47,681	$ -	$ -	$ 45,201	$ 40,639	$ -	$ -		$ 487,422	$ -	$ 290	$ 4,150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 487,422
C	**Phase 3 - Bid & Construction Phase Support**																																		
C.1	Bid Phase Support		8			6		12	8	12	4		8	6								64	$ 11,563												$ 11,563
	TOTAL LABOR HOURS	0	8	0	0	6	0	12	8	12	4	0	8	6	0	0	0	0	0	0	0	64													
	TOTAL DOLLAR	$ -	$ 1,775	$ -	$ -	$ 1,427	$ -	$ 2,546	$ 1,380	$ 2,013	$ 724	$ -	$ 1,091	$ 607	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ 11,563	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,563
	TOTAL LABOR HOURS	0	182	8	42	28	0	30	40	34	4	0	41	6	0	0	0	0	0	48	19	482													
	TOTAL LABOR DOLLAR	$ -	$ 40,388	$ 1,817	$ 10,420	$ 6,660	$ -	$ 6,364	$ 6,899	$ 5,700	$ 724	$ -	$ 5,592	$ 607	$ -	$ -	$ -	$ -	$ -	$ 6,234	$ 1,569		$ 607,819								$31,745.60	$9,438.87	$32,964.11	$31,385.54	$47,158.81	$ 607,819
	TOTAL REIMBURSABLES																						$ 8,520	$ 3,300	$ 470	$ 4,780	$ 480	$ 480	$ -		$100.00		$1,125.00	$300.00	$1,600.00	$ 12,845
	TOTAL FEE																																		$ -
																															$31,845.60	$9,438.87	$34,089.11	$ 31,685	$ 48,758	$793,367.84

Exhibit B 3 of 20

City of Manhattan Beach

Sepulveda Avenue Bridge Widening

Supplemental PA/ED and PS&E

HDR Inc. Fee Proposal

HDR Task	Description	PIC (Tom Kim)	Project Manager (Camilo Rocha)	QA/QC Manager (Mark Hager)	Task Manager (Steven Leathers)	Senior Structure Engineer (Boris Remilkov)	Senior Structure Engineer (Eric Johnson)	Senior Roadway Engineer (Liem Nguyen)	Task Manager (Brooks Rivers)	Senior Structure Engineer (Wellington Chu)	Roadway Engineer (Jack Tseng)	Utility Engineer (Andy Duong)	Drainage Engineer (Vahid Haghdoust)	Structure Designer (Zack Daniel)	Civil Designer (Ravi Shah)	Right Of Way Agent (James Staudinger)	WA Facilitator (Ken Smith)	CADD II (Marc Miller)	CADD I (Patricia Murbaugh)	Admin II (Anna Rhodes)	Admin I (Carmen McNeil)	TOTAL LABOR HOURS	TOTAL DOLLARS	Reimbursable Costs: Mileage	Postage	Reproduction	Title Reports and NW Appraisals	Parking	Prebidding	Subconsultants: Dias Yourman	GPA Environmental	MSA	Iteris	CI	TOTAL COST
	Hourly Rate	$ 330.29	$ 227.46	$ 232.82	$ 254.29	$ 243.79	$ 205.90	$ 217.49	$ 176.80	$ 171.84	$ 165.46	$ 155.95	$ 139.81	$ 105.26	$ 112.10	$ 209.52	$ 276.65	$ 140.67	$ 118.47	$ 135.67	$ 76.33													
	Project Management																																		
	Project Initiation Documents																					0	$ -												$ -
	Project Management Plan		4																			4	$ 910		$ 5	$ 5	$ 10								$ 930
	Project Quality Control and Assurance Plan		2	2																		4	$ 921		$ 5	$ 5	$ 10								$ 921
	Coordination and Meetings																					0	$ -												$ -
	Biweekly City Meetings																					0	$ -	$ -		$ -									$ -
	Monthly Caltrans PDT Meetings																					0	$ -			$ -	$ -	$ -							$ -
	Additional Meetings and Coordination		22						10	22	29											83	$ 15,931	$ 450		$ 25	$ 120	$ 120							$ 16,931
	Administration																					0	$ -												$ -
	Project Scheduling		5																			5	$ 1,137			$ 10									$ 1,137
	Document Control																			12		12	$ 1,621		$ 30	$ 100									$ 1,651
	Progress Reports and Invoices		6																		4	10	$ 1,670		$ 5	$ 5	$ 5								$ 1,670
	TOTAL LABOR HOURS	0	39	2	0	0	0	0	10	22	29	0	0	0	0	0	0	0	0	12	4	118													
	TOTAL DOLLAR	$ -	$ 8,871	$ 466	$ -	$ -	$ -	$ -	$ 1,768	$ 3,781	$ 4,779	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,621	$ 305		$ 22,190	$ 450	$ 45	$ 160	$ 120	$ 120	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,190
C	**Phase 3 - Bid & Construction Phase Support**																																		
C.2	Construction Phase Support		16				16			16					16				20			116	$ 20,185												$ 20,185
	TOTAL LABOR HOURS	0	16	0	0	0	16	0	0	16	0	0	0	0	16	0	0	0	20	0	0	116													
	TOTAL DOLLAR	$ -	$ 3,638	$ -	$ -	$ 3,901	$ -	$ 3,480	$ -	$ 2,749	$ -	$ -	$ -	$ -	$ 1,795	$ -	$ -	$ 2,251	$ 2,369	$ -	$ -		$ 20,185	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 20,185
	TOTAL LABOR HOURS	0	55	2	0	0	16	0	10	38	29	0	0	0	16	0	0	0	20	12	4	234													
	TOTAL LABOR DOLLAR	$ -	$ 12,510	$ 466	$ -	$ 3,901	$ -	$ 3,480	$ 1,768	$ 6,530	$ 4,779	$ -	$ -	$ -	$ 1,795	$ -	$ -	$ 2,251	$ 2,369	$ 1,621	$ 305		$ 42,374										$ 51,229.03	$ -	$ 42,374
	TOTAL REIMBURSABLES																						$ 895	$ 450	$ 45	$ 160	$ 120	$ 120	$ -					$ 1,000	$ 1,895
																																			$ -
	TOTAL FEE																						$ 43,269							$ -	$ -	$ -	$ 1,225	$ 1,000	$ 45,494

5/15/2012

1

Exh B 4 of 20

HDR	Hourly Rate	$ 338.54	$ 233.15	$ 238.64	$ 260.65	$ 249.89	$ 212.07	$ 222.93	$ 181.22	$ 176.14	$ 190.10	$ 159.85	$ 143.31	$ 109.47	$ 116.68	$ 217.90	$ 287.72	$ 146.30	$ 123.21	$ 140.47	$ 89.29			Reimbursable Costs						Subconsultants					
Task	2015 Fee Schedule Description	PIC (Tom Kim)	Project Manager (Camilo Rocha)	QA/QC Manager (Mark Hogle)	Task Manager (Steven Leathers)	Senior Structure Engineer (Derek Remillard)	Senior Structure Engineer (Eric Johnson)	Senior Roadway Engineer (Lien Nguyen)	Task Manager (Brooke Rivera)	Senior Structure Engineer (Wellington Chu)	Roadway Engineer (Jack Tseng)	Utility Engineer (Andy Duling)	Drainage Engineer (Vahid Haghdoust)	Structure Designer (Zack Daniel)	Civil Designer (Bret Shah)	Right Of Way Agent (Jessica Sandberger)	WA Facilitator (Ken Smith)	CADD II (Marc Miller)	CADD I (Patricia Murtaugh)	Admin II (Anna Rhodes)	Admin I (Carmen Michel)	TOTAL LABOR HOURS	TOTAL DOLLARS	Mileage	Postage	Reproduction	Title Reports and R/W Appraisals	Parking	Potholing	Dan Yourman	GPA Environmental	HKA	Marla	KCI	TOTAL COST
	Project Management																																			
	Project Initiation Documents																					0	$ -													$ -
	Project Management Plan		4																			4	$ 933		$ 5	$ 5	$ 10									$ 933
	Project Quality Control and Assurance Plan		1	2																		3	$ 710		$ 5	$ 5	$ 10									$ 710
	Coordination and Meetings																					0	$ -													$ -
	Bimonthly City Meetings																					0	$ -	$ -		$ 5										$ -
	Monthly Caltrans PDT Meetings																					0	$ -	$ -		$ 5		$ 5	$ 5							$ -
	Additional Meetings and Coordination		20																			20	$ 4,663	$ 350		$ 5	$ 25	$ 120	$ 120							$ 4,663
	Administration																					0	$ -													$ -
	Project Scheduling		5																			5	$ 1,166			$ 5	$ 10									$ 1,166
	Document Control																			10		10	$ 1,405		$ 5	$ 30	$ 100									$ 1,405
	Progress Reports and Invoices		5																			10	$ 1,756		$ 5	$ 5	$ 5									$ 1,756
	TOTAL LABOR HOURS	0	35	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	4	52														
	TOTAL DOLLAR	$ -	$ 8,263	$ 477	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,405	$ 357		$ 10,503	$ 350	$ 45	$ 160	$ 120	$ 120	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,503
C	Phase 3 - Bid & Construction Phase Support																																			
C.2	Construction Phase Support		16			16		16		16					16			20	20			120	$ 21,371													
	TOTAL LABOR HOURS	0	16	0	0	16	0	16	0	16	0	0	0	0	16	0	0	20	20	0	0	120														
	TOTAL DOLLAR	$ -	$ 3,730	$ -	$ -	$ 3,998	$ -	$ 3,567	$ -	$ 2,818	$ -	$ -	$ -	$ -	$ 1,867	$ -	$ -	$ 2,926	$ 2,464	$ -	$ -		$ 21,371	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,371
	TOTAL LABOR HOURS	0	52	2	0	16	0	16	0	16	0	0	0	0	16	0	0	20	20	10	4	172														
	TOTAL LABOR DOLLAR	$ -	$ 12,124	$ 477	$ -	$ 3,998	$ -	$ 3,567	$ -	$ 2,818	$ -	$ -	$ -	$ -	$ 1,867	$ -	$ -	$ 2,926	$ 2,464	$ 1,405	$ 357		$ 32,003													
	TOTAL REIMBURSABLES																						$ 795	$ 350	$ 45	$ 160	$ 120	$ 120	$ -							$ 795
																																				$ -
	TOTAL FEE																						$ 32,798									$ -	$ -	$ -	$ -	$ 32,798

Exhib 5 of 20

Diaz Yourman & Associate

fee breakdown

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

Revised on June 3, 2011

PHASE 1: PRELIMINARY ENGINEERING	
Labor	$70,488.47
Expenses	
Otherdirect cost	$1,000.00
Geophysics	$3,249.00
Subsurface investigation	$36,369.00
W testing and disposal	$5,219.00
Geotechnical testing	$6,199.00
ISA Database	$550.00
Field Investigation (ADL)	$2,550.00
Lab Testing (ADL)	$1,785.00
estos and Lead (paints)	$4,638.00
$61,559.00	
TOTAL	**$132,047.47**

PHASE 2: PLANS, SPECIFICATIONS, AND REPC Construction Documents (65% PS&E)	
Labor	$31,745.60
Expenses	
Other direct cost	$100.00
TOTAL	**$31,845.60**

PHASE 2: PLANS, SPECIFICATIONS, AND REP(Construction Documents (95% PS&E)	
Labor	$0.00
Expenses	
TOTAL	**$0.00**

PHASE 2: PLANS, SPECIFICATIONS, AND REPC Construction Documents (Final PS&E)	
Labor	$0.00
Expenses	
TOTAL	**$0.00**

PHASE 2: BRIDGE PS&E	
Labor	$0.00
Expenses	
TOTAL	**$0.00**

PHASE 3: CONSTRUCTION ADMINISTRATION Bidding Support	
Labor	$0.00
Expenses	
TOTAL	**$0.00**

PHASE 3: CONSTRUCTION ADMINISTRATION Construction Support	
Labor	$0.00
Expenses	
TOTAL	**$0.00**

Soils Testing:

Total Hours:

PROJECT TOTAL:	$163,893.07

Diaz Yourman & Associates
function

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

Revised on June 3, 2011

	amt.	Principal in Charge	Associate	Associate	Project Engineer	Senior Staff	Staff Engineer	Tech Edit	Word processing	TOTAL	
		V. Nadeswaran	G. Gilbert	S. Niranjanan	P. Kashigandi	S. Sathiskumar	K. Van Eyck	L. Diaz	C. Pilcher		
PHASE 1: PRELIMINARY ENGINEERING											
Data Review /Kick off Meeting/Mark Boring /Contact USA		2		10			12			24	
Subsurface Investigation		2		10			78			90	
Laboratory Testing		1		2		4				7	
Analysis and Reporting - PFR		8		20	30	30	16	2	6	112	
Analysis and Reporting - PDGR		4		12	24	30	10	2	4	86	
Meeting and Consultations		6		8						14	
Respond to Review Comments (PFR, PDGR)		8		16	9	3		2	4	42	
Initial Site Assessment (ISA)		12			36				4	52	
Aerially Deposited Lead Study		8	18	10	36	30		2	2	106	
Asbestos, and lead paint Study and reporting		2			12	10				24	
TOTAL HOURS		53	18	88	147	107	116	8	20	557	*hours*
2011 RATE		$219.89	$163.90	$152.77	$114.95	$107.30	$82.12	$129.33	$89.09	$0.00	
2012 RATE		$225.39	$168.00	$156.59	$117.82	$109.98	$84.17	$132.56	$91.32	$70,488.47	
TOTAL FEE		$11,945.52	$3,023.96	$13,779.85	$17,320.09	$11,768.13	$9,764.07	$1,060.51	$1,826.35	$70,488.47	*labor*
PHASE 2: PLANS, SPECIFICATIONS, AND REPORTS											
Construction Documents (65% PS&E)											
Data Review		4		8						12	
Analysis and Reporting -- FR		4		34	36	5		2	6	87	
Analysis and Reporting -- GDR		4		16	20	10		2	6	58	
Consultations/Meetings		10		10						20	
Response to Review comments (FR, GDR)		8		12	10			2	4	36	
										0	
TOTAL HOURS		30	0	80	66	15	0	6	16	213	*hours*
2013 RATE		$231.02	$172.20	$160.50	$120.77	$112.73	$86.28	$135.88	$93.60		
TOTAL FEE		$6,930.66	$0.00	$12,840.32	$7,970.78	$1,690.98	$0.00	$815.26	$1,497.60	$31,745.60	*labor*
Construction Documents (95% PS&E)											
Respond to review comments										0	
TOTAL HOURS		0	0	0	0	0	0	0		0	*hours*
2013 RATE		$225.39	$168.00	$156.59	$117.82	$109.98	$84.17	$132.56	$91.32		
TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*
Construction Documents (Final PS&E)											
Plant List										0	
Plant Removal Plans										0	
Planting Plans										0	
Irrigation Removal Plans										0	
Irrigation Plans										0	
Landscape Details										0	
Standard Special Provisions										0	
Opinion of Probable Construction Cost										0	
QA/QC Procedures										0	
Final PS&E Plan Review Submittal										0	
Revise Final PS&E Plan Review Submittal										0	
Project Development Team (PDT) Meeting										0	
TOTAL HOURS		0	0	0	0	0	0			0	*hours*
2012 RATE		$225.39	$168.00	$156.59	$117.82	$109.98	$84.17	$132.56	$91.32		
TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*
PHASE 2: BRIDGE PS&E											
										0	
										0	
										0	
										0	
										0	
										0	
										0	
										0	
TOTAL HOURS										0	*hours*

Diaz Yourman & Associates
function

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

Revised on June 3, 2011

		amt.	Principal In Charge	Associate	Associate	Project Engineer	Senior Staff	Staff Engineer	Tech Edit	Word proecssing	TOTAL	
			V. Nadeswaran	G. Gilbert	S. Niranjanan	P. Kashigandi	S. Sathiskumar	K. Van Eyck	L. Diaz	C. Pilcher		
	2012 RATE		$225.39	$168.00	$156.59	$117.82	$109.98	$84.17	$132.56	$91.32		
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	labor
PHASE 3: CONSTRUCTION ADMINISTRATION												
	Bidding Support											
C.1.2.a	Respond to Inquiries/Request-for Information (RFI)										0	
C.1.2.b	Bid Addenda										0	
C.1.2.c	Pre-Bid Meeting										0	
	TOTAL HOURS										0	hours
	2013 RATE		$231.02	$172.20	$160.50	$120.77	$112.73	$86.28	$135.88	$93.60		
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	labor
	Construction Support											
C.2.1.a	Respond to Inquiries/Request-for Information (RFI)											
C.2.1.b	Construction Change Order											
C.2.2	Construction Submittals											
C.2.3	Record Plans											
	TOTAL HOURS		0	0	0	0	0	0	0	0	0	hours
	2013 RATE		$231.02	$172.20	$160.50	$120.77	$112.73	$86.28	$135.88	$93.60		
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	labor

Galvin Preservation Associates Inc.

fee breakdown

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

9/13/2011

PHASE 1: PRELIMINARY ENGINEERING	
Labor	$122,615.92
Expenses	
*mileage (allow)	$250.00
printing & plotting (allow)	$3,000.00
delivery (allow)	$200.00
photos/images/scans (allow)	
TOTAL	**$126,065.92**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (65% PS&E)	
Labor	$2,258.30
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$2,258.30**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (95% PS&E)	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (Final PS&E)	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

PHASE 2: BRIDGE PS&E	
Labor	$2,119.49
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$2,119.49**

PHASE 3: CONSTRUCTION ADMINISTRATION Bidding Support	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

PHASE 3: CONSTRUCTION ADMINISTRATION Construction Support	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

Soils Testing:

Total Hours: **1461**

PROJECT TOTAL:	$130,443.71

Galvin Preservation Associates Inc
NEPA and CEQA Services

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda BI Bridge Widening
City of Manhattan Beach

27-May-11

		amt.	SR PM Richard Galvin	PM Marieka Schrader	AEP Erinn Peterson	SR Arch. Hist. Andrea Gavlin	Arch. Hist.II Laura O'Neil	AQ Specialist Kurt Legleiter	SR. Biologist Stan Glowacki	Biologist Jennifer Morrison	Noise Engineer Kurt Legleiter	GIS Tech. Laura O'Neil	Archaeologist Curt Duke	TOTAL	
PHASE 1: PRELIMINARY ENGINEERING															
1	Project Initiation/Meetings		32	38	16							10			
2	Technical Studies		14	68	136	20	108	100	42	122	86	18	61		
3	Prep. of Admin. Draft Addendum/Revalidation		10	24	146							18			
4	Prep. of Draft Addendum/Revalidation		4	8	36							6			
5	Final Addendum/Revalidation		4	16	24							4			
6			4	6	22							4			
7			0	0	0										
	TOTAL HOURS		68	160	380	20	108	104	42	122	86	60	61	1211	hours
	2011 RATE		$142.42	$116.54	$86.70	$129.49	$75.76	$135.00	$110.07	$53.86	$135.00	$75.76	$100.00	$0.00	
	2012 RATE		$145.98	$119.45	$88.87	$132.73	$77.65	$138.38	$112.82	$55.21	$138.38	$77.65	$102.50	$117,553.84	
	2013 RATE		$149.63	$122.44	$91.09	$136.05	$79.60	$141.83	$115.64	$56.59	$141.83	$79.60	$105.06	$5,062.08	
	TOTAL FEE		$9,941.27	$19,130.48	$33,818.53	$2,654.55	$8,386.63	$14,391.00	$4,738.51	$6,735.19	$11,900.25	$4,667.01	$6,252.50	$122,615.92	labor
PHASE 2: PLANS, SPECIFICATIONS, AND REPORT															
	Construction Documents (65% PS&E)														
	Plan Review		2	16										18	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	TOTAL HOURS		2	16	0	0	0					0	0	18	hours
	2013 RATE		$149.63	$122.44											
	TOTAL FEE		$299.26	$1,959.04	$0.00	$0.00	$0.00					$0.00	$0.00	$2,258.30	labor
	Construction Documents (95% PS&E)														
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	tasks													0	
	TOTAL HOURS													0	hours
	RATE														
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00					$0.00	$0.00	$0.00	labor
	Construction Documents (Final PS&E)														
	Plant List													0	
	Plant Removal Plans													0	
	Planting Plans													0	
	Irrigation Removal Plans													0	
	Irrigation Plans													0	
	Landscape Details													0	
	Standard Special Provisions													0	
	Opinion of Probable Construction Cost													0	
	QA/QC Procedures													0	
	Final PS&E Plan Review Submittal													0	
	Revise Final PS&E Plan Review Submittal													0	

Galvin Preservation Associates Inc
NEPA and CEQA Services

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

27-May-11

		amt.	SR PM Richard Galvin	PM Marieka Schrader	AEP Erinn Peterson	SR Arch. Hist. Andrea Gavlin	Arch. Hist.II Laura O'Neil	AQ Specialist Kurt Legleiter	SR. Biologist Stan Glowacki	Biologist Jennifer Morrison	Noise Engineer Kurt Legleiter	GIS Tech. Laura O'Neil	Archaeologist Curt Duke	TOTAL	
	Project Development Team (PDT) Meeting													0	
	TOTAL HOURS													0	*hours*
	RATE														
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00					$0.00	$0.00	$0.00	*labor*
PHASE 2: BRIDGE PS&E															
	Plan Review		4	16										20	
														0	
														0	
														0	
														0	
														0	
														0	
														0	
	TOTAL HOURS		4	12										16	*hours*
	2013 RATE		$153.37	$125.50											
	TOTAL FEE		$613.48	$1,506.01	$0.00	$0.00	$0.00					$0.00	$0.00	$2,119.49	*labor*
PHASE 3: CONSTRUCTION ADMINISTRATION															
	Bidding Support														
C.1.2.a	*Respond to Inquiries/Request-for Information (RFI)*													0	
C.1.2.b	*Bid Addenda*													0	
C.1.2.c	*Pre-Bid Meeting*													0	
	TOTAL HOURS													0	*hours*
	RATE														
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00					$0.00	$0.00	$0.00	*labor*
	Construction Support														
C.2.1.a	*Respond to Inquiries/Request-for Information (RFI)*														
C.2.1.b	*Construction Change Order*														
C.2.2	*Construction Submittals*														
C.2.3	*Record Plans*														
	TOTAL HOURS		0	0	0	0	0					0	0	0	*hours*
	RATE														
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00					$0.00	$0.00	$0.00	*labor*

HKA

fee breakdown

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

7/29/2011

PHASE 1: PRELIMINARY ENGINEERING	
Labor	$31,041.95
Expenses	
*mileage (allow)	$1,000.00
›rinting & plotting (allow)	$400.00
delivery (allow)	$50.00
ɔs/images/scans (allow)	$100.00
.erial Mapping (allow)	$0.00
TOTAL	**$32,591.95**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (65% PS&E)	
Labor	$50,106.41
Expenses	
*mileage (allow)	$250.00
printing & plotting (allow)	$200.00
delivery (allow)	$25.00
photos/images/scans (allow)	$50.00
Record of Survey Fee (allow)	$600.00
TOTAL	**$51,231.41**

PHASE 2: PLANS, SPECIFICATIONS, AND REPC Construction Documents (95% PS&E)	
Labor	$0.00
Expenses	
*mileage (allow)	
›rinting & plotting (allow)	
delivery (allow)	
ɔs/images/scans (allow)	
TOTAL	**$0.00**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (Final PS&E)	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

PHASE 2: BRIDGE PS&E	
Labor	$0.00
Expenses	
*mileage (allow)	
›rinting & plotting (allow)	
delivery (allow)	
ɔs/images/scans (allow)	
TOTAL	**$0.00**

PHASE 3: CONSTRUCTION ADMINISTRATION Bidding Support	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

PHASE 3: CONSTRUCTION ADMINISTRATION Construction Support	
Labor	$1,225.03
Expenses	
*mileage (allow)	
›rinting & plotting (allow)	
delivery (allow)	
ɔs/images/scans (allow)	
TOTAL	**$1,225.03**

Total Hours:

PROJECT TOTAL:	$85,048.39

HKA
Surveying & Right of Way Mapping

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

29-Jul-11

	amt.	Principal in Charge	Project Manager	Project Surveyor	Party Chief	Chainman	Survey Technician	Cad Delineator	TOTAL	
PHASE 1: PRELIMINARY ENGINEERING										
Research Existing Records			2	4	4		16		26	
Prepare Right of Way Map			16	40	20	20	20	106	222	
Existing Utility Research & Survey (B.7.2 Underground utilities will be potholed only if specifically requested. Potholing is to be undertaken by the utility company and paid by the City of Manhattan Beach. HKA will be on hand during the potholing to survey the underground utility exposed.)									0	
Aerial Mapping-Optional									0	
Project Control									0	
TOTAL HOURS		0	18	44	24	20	36	106	248	*hours*
2011 RATE		$233.20	$190.00	$145.75	$150.01	$145.02	$69.96	$107.86	$0.00	
2012 RATE			$194.75	$149.39	$153.76	$148.65	$71.71	$110.55	$31,041.95	
TOTAL FEE		$0.00	$3,505.50	$6,573.33	$3,690.25	$2,972.91	$2,581.52	$11,718.45	$31,041.95	*labor*
PHASE 2: PLANS, SPECIFICATIONS, AND REPOR										
Construction Documents (65% PS&E)										
Design Surveys			6	14	46	36	8	8	118	
Prepare Final Right of Way Map, 4 Legals & Plats			6	34			20	60	120	
Prepare Record of Survey			6	34	16	16	20.25	48	140.25	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
TOTAL HOURS		0	18	82	62	52	48.25	116	378.25	*hours*
2012 RATE		$233.20	$194.75	$149.39	$153.76	$148.65	$71.71	$110.55	$17,142.31	
2013 RATE		$239.03	$199.62	$153.13	$157.60	$152.36	$73.50	$113.32	$32,964.11	
TOTAL FEE		$0.00	$3,563.93	$12,504.26	$9,594.64	$7,789.02	$3,532.12	$13,122.45	$50,106.41	*labor*
Construction Documents (95% PS&E)										
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
TOTAL HOURS									0	*hours*
2012 RATE										
TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*
Construction Documents (Final PS&E)										
Plant List									0	

HKA
Surveying & Right of Way Mapping

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

29-Jul-11

		amt.	Principal in Charge	Project Manager	Project Surveyor	Party Chief	Chainman	Survey Technician	Cad Delineator	TOTAL	
	Plant Removal Plans									0	
	Planting Plans									0	
	Irrigation Removal Plans									0	
	Irrigation Plans									0	
	Landscape Details									0	
	Standard Special Provisions									0	
	Opinion of Probable Construction Cost									0	
	QA/QC Procedures									0	
	Final PS&E Plan Review Submittal									0	
	Revise Final PS&E Plan Review Submittal									0	
	Project Development Team (PDT) Meeting									0	
	TOTAL HOURS									0	hours
	2012 RATE										
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	labor
PHASE 2: BRIDGE PS&E											
										0	
										0	
										0	
										0	
										0	
										0	
										0	
										0	
	TOTAL HOURS									0	hours
	2012 RATE										
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	labor
PHASE 3: CONSTRUCTION ADMINISTRATION											
	Bidding Support										
C.1.2.a	Respond to Inquiries/Request-for Information (RFI)									0	
C.1.2.b	Bid Addenda									0	
C.1.2.c	Pre-Bid Meeting									0	
	TOTAL HOURS									0	hours
	2013 RATE										
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	labor
	Construction Support										
C.2.1.a	Respond to Inquiries/Request-for Information (RFI)				0						
C.2.1.b	Construction Change Order										
C.2.2	Construction Submittals										
C.2.3	Record Plans										
	TOTAL HOURS		0	0	0	0	0	0	0	0	hours
	2013 RATE				$153.13						
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	labor

ITERIS

fee breakdown

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

5/27/2011

PHASE 1: PRELIMINARY ENGINEERING	
Labor	$30,186.13
Expenses	
*mileage (allow)	$300.00
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
Traffic Count	$1,050.00
TOTAL	**$31,536.13**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (65% PS&E)	
Labor	$16,282.17
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$16,282.17**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (95% PS&E)	
Labor	$15,957.80
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$15,957.80**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (Final PS&E)	
Labor	$19,355.58
Expenses	
*mileage (allow)	$300.00
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$19,655.58**

PHASE 2: BRIDGE PS&E	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

PHASE 3: CONSTRUCTION ADMINISTRATION Bidding Support	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

PHASE 3: CONSTRUCTION ADMINISTRATION Construction Support	
Labor	$0.00
Expenses	
*mileage (allow)	
printing & plotting (allow)	
delivery (allow)	
photos/images/scans (allow)	
TOTAL	**$0.00**

Total Hours:

PROJECT TOTAL:	$83,431.67

ITERIS
function

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

27-May-11

	amt.	Principal in Charge/PM	Sr. Project Engineer	Project Engineer	Clerk/Accountant	Engineer/CADD			TOTAL	
PHASE 1: PRELIMINARY ENGINEERING		Abi	Shaumik	Rajat	Afrina					
Preliminary Traffic Analysis		14	50	96	24					
Preliminary TMP		12	12	20	8					
TOTAL HOURS		26	62	116	32	0	0	0	236	*hours*
2011 RATE		$208.88	$145.66	$105.66	$85.36	$120.74			$0.00	
2012 RATE		$214.10	$149.30	$108.30	$87.49	$123.76			$30,186.13	
TOTAL FEE		$5,566.65	$9,256.69	$12,562.97	$2,799.81	$0.00	$0.00	$0.00	$30,186.13	*labor*
PHASE 2: PLANS, SPECIFICATIONS, AND REPOR		Abi	Joe	Fernando	Afrina	Fernando				
Construction Documents (65% PS&E)										
Signing and Striping-		4		14		14			32	
Signal Design		8		16		16			40	
TMP		4		4		4			12	
Street Lighting		4		16		16			36	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
TOTAL HOURS		20	0	50	0	50	0	0	120	*hours*
2013 RATE		$219.45	$153.03	$111.01	$89.68	$126.85				
TOTAL FEE		$4,389.09	$0.00	$5,550.45	$0.00	$6,342.62	$0.00	$0.00	$16,282.17	*labor*
Construction Documents (95% PS&E)		Abi	Joe	Fernando	Afrina	Fernando				
Signing and Striping-		4		15		15			34	
Signal Design		8		16		16			40	
TMP		4		4		4			12	
Street Lighting		4		12		12			28	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
tasks									0	
TOTAL HOURS		20	0	47	0	47			114	*hours*
2013 RATE		$224.94	$156.86	$113.78	$91.92	$130.02				
TOTAL FEE		$4,498.82	$0.00	$5,347.86	$0.00	$6,111.12	$0.00	$0.00	$15,957.80	*labor*
Construction Documents (Final PS&E)										
Signing and Striping-		4		15		15			34	
Signal Design		8		16		16			40	
Final TMP		4		4		4			12	

Exh. B 16 of 20

ITERIS
function

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

27-May-11

		amt.	Principal In Charge/PM	Sr. Project Engineer	Project Engineer	Clerk/Accountant	Engineer/CADD			TOTAL	
	Street Lighting		4		24		24			52	
										0	
										0	
										0	
										0	
										0	
										0	
										0	
										0	
	TOTAL HOURS		20	0	59	0	59			138	*hours*
	2013 RATE		$230.56	$160.78	$116.63	$94.22	$133.27				
	TOTAL FEE		$4,611.29	$0.00	$6,881.10	$0.00	$7,863.19	$0.00	$0.00	$19,355.58	*labor*
PHASE 2: BRIDGE PS&E											
										0	
										0	
										0	
										0	
										0	
										0	
										0	
										0	
	TOTAL HOURS									0	*hours*
	RATE										
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*
PHASE 3: CONSTRUCTION ADMINISTRATION											
	Bidding Support										
C.1.2.a	*Respond to Inquiries/Request-for Information (RFI)*									0	
C.1.2.b	*Bid Addenda*									0	
C.1.2.c	*Pre-Bid Meeting*									0	
	TOTAL HOURS		0	0	0	0	0	0	0	0	*hours*
	2013 RATE		$236.33	$164.80	$119.54	$96.58	$136.61				
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*
	Construction Support										
C.2.1.a	*Respond to Inquiries/Request-for Information (RFI)*										
C.2.1.b	*Construction Change Order*										
C.2.2	*Construction Submittals*										
C.2.3	*Record Plans*										
	TOTAL HOURS		0	0	0	0	0	0	0	0	*hours*
	2013 rate		$236.33	$164.80	$119.54	$96.58	$136.61			$0.00	
	2014 rate		$242.24	$168.92	$122.53	$98.99	$140.02			$0.00	
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*

Lynn Capouya, Inc.
LANDSCAPE ARCHITECTS

17992 Mitchell South, Suite 110, Irvine, CA 92614 p: 949.756.0150 f: 949.756.1635 design@lcapouya.com

fee breakdown

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

5/17/2011

PHASE 1: PRELIMINARY ENGINEERING	
Labor	$4,189.43
Expenses	
*mileage (allow)	$100.00
printing & plotting (allow)	$200.00
delivery (allow)	$0.00
photos/images/scans (allow)	$400.00
TOTAL	**$4,889.43**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (95% PS&E)	
Labor	$12,060.52
Expenses	
*mileage (allow)	$100.00
printing & plotting (allow)	$200.00
delivery (allow)	$0.00
photos/images/scans (allow)	$0.00
TOTAL	**$12,360.52**

PHASE 2: BRIDGE PS&E	
Labor	$9,742.99
Expenses	
*mileage (allow)	$200.00
printing & plotting (allow)	$200.00
delivery (allow)	$0.00
photos/images/scans (allow)	$400.00
TOTAL	**$10,542.99**

PHASE 3: CONSTRUCTION ADMINISTRATION Construction Support	
Labor	$0.00
Expenses	
*mileage (allow)	$0.00
printing & plotting (allow)	$0.00
delivery (allow)	$0.00
photos/images/scans (allow)	$0.00
TOTAL	**$0.00**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (65% PS&E)	
Labor	$19,793.34
Expenses	
*mileage (allow)	$100.00
printing & plotting (allow)	$200.00
delivery (allow)	$0.00
photos/images/scans (allow)	$0.00
TOTAL	**$20,093.34**

PHASE 2: PLANS, SPECIFICATIONS, AND REPO Construction Documents (Final PS&E)	
Labor	$5,561.95
Expenses	
*mileage (allow)	$100.00
printing & plotting (allow)	$100.00
delivery (allow)	$0.00
photos/images/scans (allow)	$0.00
TOTAL	**$5,761.95**

PHASE 3: CONSTRUCTION ADMINISTRATION Bidding Support	
Labor	$0.00
Expenses	
*mileage (allow)	$0.00
printing & plotting (allow)	$0.00
delivery (allow)	$0.00
photos/images/scans (allow)	$0.00
TOTAL	**$0.00**

Soils Testing:	**$1,000.00**
Total Hours:	**746**
PROJECT TOTAL:	**$54,648.24**

Lynn Capouya, Inc.
LANDSCAPE ARCHITECTS

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

17-May-11

		amt.	Principal in Charge Lynn Capouya	Project Manager Tim Mann	Irrigation Designer Cong Phul	Design Manager Erwin Gutierrez	Job Captain Ken Quinn	Draftsman 2 Sam Ork	Administration Sue Martin	TOTAL	
PHASE 1: PRELIMINARY ENGINEERING											
A.6.1	*Information Research*			5		10				15	
A.6.2	*Agency Standards*			5		10				15	
A.6.3	*Visual Impact Assessment (VIA)*									0	
A.6.4	*Conceptual Design Exhibits*									0	
A.6.5	*Project Development Team (PDT) Meeting*	1		5						5	
	TOTAL HOURS		0	15	0	20	0	0	0	35	*hours*
	2012 RATE		$256.12	$142.71	$113.07	$102.44	$80.48	$80.48	$60.89		
	TOTAL FEE		$0.00	$2,140.66	$0.00	$2,048.77	$0.00	$0.00	$0.00	$4,189.43	*labor*
PHASE 2: PLANS, SPECIFICATIONS, AND REPOR											
	Construction Documents (65% PS&E)										
1.a.01	*Site Plan Data*			5		10		10		25	
1.a.02	*Draft Plant List*	1				1		10		11	
1.a.03	~~*Draft Plant Removal Plans*~~	~~2~~				0		0		0	
1.a.04	*Draft Planting Plans*	2		5		10		24		39	
1.a.05	~~*Draft Irrigation Removal Plans*~~	~~2~~			0		0			0	
1.a.06	*Draft Irrigation Plans*	2		5	10		24			39	
1.a.07	*Draft Landscape Details*	1				2	10			12	
1.a.08	*Draft Standard Special Provisions*			5	10	10				25	
1.a.09	*Draft Opinion of Probable Construction Cost*				2	2		5		9	
1.a.10	*Coordinate Utility Information*				2		2			4	
1.a.11	*Coordinate Irrigation Crossovers*				2		2			4	
1.a.12	*Draft QA/QC Procedures*			2	2	2				6	
1.a.13	*Draft PS&E (65%) Plan Review Submittal*					1		2		3	
1.a.14	*Revise Draft PS&E (65%) Plan Review Submittal*				2	2		10		14	
1.a.15	*Project Development Team (PDT) Meeting*	1		5						5	
	TOTAL HOURS		0	27	30	40	38	61	0	196	*hours*
	2013 RATE		$262.52	$146.28	$115.89	$105.00	$82.50	$82.50	$62.41		
	TOTAL FEE		$0.00	$3,949.52	$3,476.83	$4,199.98	$3,134.81	$5,032.20	$0.00	$19,793.34	*labor*
	Construction Documents (95% PS&E)										
1.b.01	*Plant List*	1				2		5		7	
1.b.02	~~*Plant Removal Plans*~~	~~2~~		0		0		0		0	
1.b.03	*Planting Plans*	2		2		5		16		23	
1.b.04	~~*Irrigation Removal Plans*~~	~~2~~		0	0		0			0	
1.b.05	*Irrigation Plans*	2		2	5		16			23	
1.b.06	*Landscape Details*	1				2	5			7	
1.b.07	*Standard Special Provisions*			5	5	5				15	
1.b.08	*Opinion of Probable Construction Cost*				2	2		5		9	
1.b.09	*Coordinate Utility Information*				2		2			4	
1.b.10	*Coordinate Irrigation Crossovers*				2		2			4	
1.b.11	*QA/QC Procedures*			2	2	2				6	
1.b.12	*PS&E (95%) Plan Review Submittal*					1		2		3	
1.b.13	*Revise PS&E (95%) Plan Review Submittal*				2	2		10		14	
1.b.14	*Project Development Team (PDT) Meeting*			5						5	
	TOTAL HOURS		0	16	20	21	25	38	0	120	*hours*
	2013 RATE		$262.52	$146.28	$115.89	$105.00	$82.50	$82.50	$62.41		
	TOTAL FEE		$0.00	$2,340.46	$2,317.89	$2,204.99	$2,062.38	$3,134.81	$0.00	$12,060.52	*labor*
	Construction Documents (Final PS&E)										
1.c.01	*Plant List*	1				2		2		4	
1.c.02	~~*Plant Removal Plans*~~	~~2~~		0		0		0		0	
1.c.03	*Planting Plans*	2		1		2		4		7	
1.c.04	~~*Irrigation Removal Plans*~~	~~2~~		0	0		0			0	
1.c.05	*Irrigation Plans*	2		1	2		4			7	

Lynn Capouya, Inc.
LANDSCAPE ARCHITECTS

HOURLY BREAKDOWN

HDR Engineering, Inc.

Sepulveda Bl Bridge Widening
City of Manhattan Beach

17-May-11

		amt.	Principal in Charge Lynn Capouya	Project Manager Tim Mann	Irrigation Designer Cong Phui	Design Manager Erwin Gutierrez	Job Captain Ken Quinn	2 Draftsman Sam Ork	Administration Sue Martin	TOTAL	
1.c.06	*Landscape Details*	1				2	2			4	
1.c.07	*Standard Special Provisions*			1	2	2				5	
1.c.08	*Opinion of Probable Construction Cost*				1	1		2		4	
1.c.09	*QA/QC Procedures*			1	2	2				5	
1.c.10	*Final PS&E Plan Review Submittal*					1		2		3	
1.c.11	*Revise Final PS&E Plan Review Submittal*				2	2		5		9	
1.c.12	*Project Development Team (PDT) Meeting*	1		5						5	
	TOTAL HOURS		0	9	9	14	6	15	0	53	*hours*
	2013 RATE		$262.52	$146.28	$115.89	$105.00	$82.50	$82.50	$62.41		
	TOTAL FEE		$0.00	$1,316.51	$1,043.05	$1,469.99	$494.97	$1,237.43	$0.00	$5,561.95	*labor*
PHASE 2: BRIDGE PS&E											
B.10.1	*Conceptual Design Exhibits*		1	4		8	12			25	
B.10.2	*Preliminary Construction Details*		1	4		8	12			25	
B.10.3	*Review of Preliminary Construction Details*			4		4				8	
B.10.4	*65% Structures Submittal*					2				2	
B.10.5	*65% Structures Review Comments*			4		4	4			12	
B.10.6	*95% Structures Submittal*					2				2	
B.10.7	*95% Structures Review Comments*			4		4	4			12	
B.10.8	*Project Development Team (PDT) Meeting*	2		2						2	
	TOTAL HOURS		2	22	0	32	32	0	0	88	*hours*
	2013 RATE		$262.52	$146.28	$115.89	$105.00	$82.50	$82.50	$62.41		
	TOTAL FEE		$525.04	$3,218.13	$0.00	$3,359.98	$2,639.84	$0.00	$0.00	$9,742.99	*labor*
PHASE 3: CONSTRUCTION ADMINISTRATION											
	Bidding Support										
C.1.2.a	*Respond to Inquiries/Request-for Information (RFI)*									0	
C.1.2.b	*Bid Addenda*									0	
C.1.2.c	*Pre-Bid Meeting*									0	
	TOTAL HOURS		0	0	0	0	0	0	0	0	*hours*
	2013 RATE		$269.08	$149.94	$118.79	$107.62	$84.56	$84.56	$63.97		
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*
	Construction Support										
C.2.1.a	*Respond to Inquiries/Request-for Information (RFI)*									0	
C.2.1.b	*Construction Change Order*									0	
C.2.2	*Construction Submittals*									0	
C.2.3	*Record Plans*									0	
	TOTAL HOURS		0	0	0	0	0	0	0	0	*hours*
	2013 RATE		$269.08	$149.94	$118.79	$107.62	$84.56	$84.56	$63.97	$0.00	
	2014 RATE		$275.81	$153.68	$121.76	$110.32	$86.67	$86.67	$65.57	$0.00	
	TOTAL FEE		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	*labor*

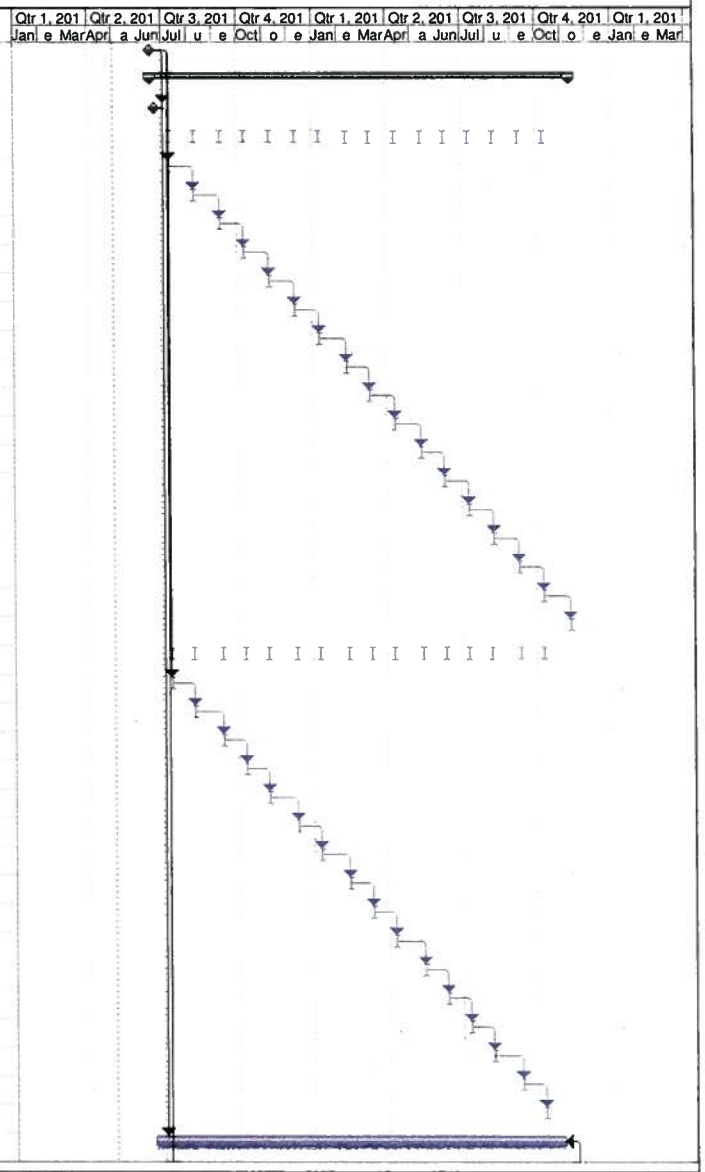
EXHIBIT C

TIME OF PERFORMANCE

City and Consultant shall prepare and agree to the time of performance for the tasks and services described in Exhibit A.

SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3

ID	Task Name	Duration	Start	Finish	Predecessors
1	Notice to Proceed (NTP)	0 days	Mon 6/18/12	Mon 6/18/12	
2	**PROJECT MANAGEMENT & COORDINATION**	**366 days**	**Mon 6/18/12**	**Mon 11/11/13**	
3	Project Kick Off Meeting	0 days	Fri 6/22/12	Fri 6/22/12	1FS+5 days
4	**Monthly Progress Reports and Schedule Updates**	**350 days**	**Tue 7/10/12**	**Mon 11/11/13**	
5	Monthly Progress Reports and Schedule Updates 1	1 day	Tue 7/10/12	Tue 7/10/12	1FS+16 days
6	Monthly Progress Reports and Schedule Updates 2	1 day	Thu 8/9/12	Thu 8/9/12	5FS+21 days
7	Monthly Progress Reports and Schedule Updates 3	1 day	Mon 9/10/12	Mon 9/10/12	6FS+21 days
8	Monthly Progress Reports and Schedule Updates 4	1 day	Tue 10/9/12	Tue 10/9/12	7FS+20 days
9	Monthly Progress Reports and Schedule Updates 5	1 day	Fri 11/9/12	Fri 11/9/12	8FS+22 days
10	Monthly Progress Reports and Schedule Updates 6	1 day	Mon 12/10/12	Mon 12/10/12	9FS+20 days
11	Monthly Progress Reports and Schedule Updates 7	1 day	Wed 1/9/13	Wed 1/9/13	10FS+21 days
12	Monthly Progress Reports and Schedule Updates 8	1 day	Mon 2/11/13	Mon 2/11/13	11FS+22 days
13	Monthly Progress Reports and Schedule Updates 9	1 day	Mon 3/11/13	Mon 3/11/13	12FS+19 days
14	Monthly Progress Reports and Schedule Updates 10	1 day	Thu 4/11/13	Thu 4/11/13	13FS+22 days
15	Monthly Progress Reports and Schedule Updates 11	1 day	Mon 5/13/13	Mon 5/13/13	14FS+21 days
16	Monthly Progress Reports and Schedule Updates 12	1 day	Mon 6/10/13	Mon 6/10/13	15FS+19 days
17	Monthly Progress Reports and Schedule Updates 13	1 day	Wed 7/10/13	Wed 7/10/13	16FS+21 days
18	Monthly Progress Reports and Schedule Updates 14	1 day	Fri 8/9/13	Fri 8/9/13	17FS+21 days
19	Monthly Progress Reports and Schedule Updates 15	1 day	Mon 9/9/13	Mon 9/9/13	18FS+20 days
20	Monthly Progress Reports and Schedule Updates 16	1 day	Wed 10/9/13	Wed 10/9/13	19FS+21 days
21	Monthly Progress Reports and Schedule Updates 17	1 day	Mon 11/11/13	Mon 11/11/13	20FS+22 days
22	**PDT Meetings**	**326 days**	**Wed 7/11/12**	**Wed 10/9/13**	
23	PDT Meetings 1	1 day	Wed 7/11/12	Wed 7/11/12	1FS+17 days
24	PDT Meetings 2	1 day	Wed 8/8/12	Wed 8/8/12	23FS+19 days
25	PDT Meetings 3	1 day	Wed 9/12/12	Wed 9/12/12	24FS+24 days
26	PDT Meetings 4	1 day	Wed 10/10/12	Wed 10/10/12	25FS+19 days
27	PDT Meetings 5	1 day	Wed 11/7/12	Wed 11/7/12	26FS+19 days
28	PDT Meetings 6	1 day	Wed 12/12/12	Wed 12/12/12	27FS+24 days
29	PDT Meetings 7	1 day	Wed 1/9/13	Wed 1/9/13	28FS+19 days
30	PDT Meetings 8	1 day	Wed 2/13/13	Wed 2/13/13	29FS+24 days
31	PDT Meetings 9	1 day	Wed 3/13/13	Wed 3/13/13	30FS+19 days
32	PDT Meetings 10	1 day	Wed 4/10/13	Wed 4/10/13	31FS+19 days
33	PDT Meetings 11	1 day	Wed 5/15/13	Wed 5/15/13	32FS+24 days
34	PDT Meetings 12	1 day	Wed 6/12/13	Wed 6/12/13	33FS+19 days
35	PDT Meetings 13	1 day	Wed 7/10/13	Wed 7/10/13	34FS+19 days
36	PDT Meetings 14	1 day	Wed 8/7/13	Wed 8/7/13	35FS+19 days
37	PDT Meetings 15	1 day	Wed 9/11/13	Wed 9/11/13	36FS+24 days
38	PDT Meetings 16	1 day	Wed 10/9/13	Wed 10/9/13	37FS+19 days
39	Quality Assurance/Quality Control Plan	360 days	Mon 6/18/12	Fri 11/1/13	1,152FF

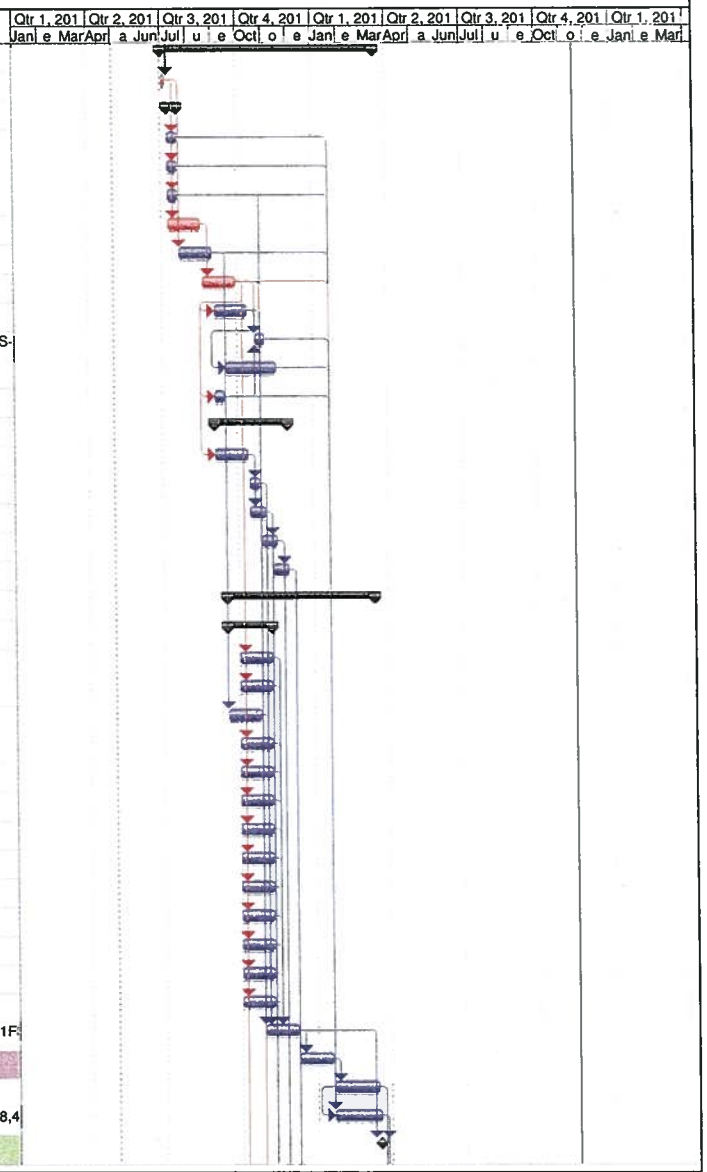


Project: Sepulveda Schedule_120501_
Date: Wed 5/2/12

Task		Summary		Rolled Up Progress		Group By Summary	
Critical Task		Rolled Up Task		Split		Deadline	
Progress		Rolled Up Critical Task		External Tasks			
Milestone	◆	Rolled Up Milestone	◇	Project Summary			

SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3

ID	Task Name	Duration	Start	Finish	Predecessors
40	**PHASE I - PRELIMINARY ENGINEERING (PE)**	**186 days**	**Mon 7/2/12**	**Mon 3/18/13**	
41	Site Visit	5 days	Mon 7/2/12	Fri 7/6/12	3FS+5 days
42	**Data Collection**	**10 days**	**Mon 7/9/12**	**Fri 7/20/12**	
43	Existing Records Research	10 days	Mon 7/9/12	Fri 7/20/12	41
44	Right of Way Research	10 days	Mon 7/9/12	Fri 7/20/12	41
45	Exisitng Utilities Research	10 days	Mon 7/9/12	Fri 7/20/12	41
46	Field and Design Surveys	30 days	Mon 7/9/12	Fri 8/17/12	41
47	Update Traffic Data	30 days	Mon 7/23/12	Fri 8/31/12	41FS+10 days
48	Update Geometric Drawings (if needed)	30 days	Mon 8/20/12	Fri 9/28/12	46
49	Drainage	30 days	Mon 9/3/12	Fri 10/12/12	48FS-20 days
50	Cost Estimates	10 days	Mon 10/22/12	Fri 11/2/12	49FS+5 days,48FS-
51	PA/ED Storm Water Data Report (if needed)	45 days	Mon 9/17/12	Fri 11/16/12	49FS-20 days
52	Construction Staging / Traffic Handling	10 days	Mon 9/3/12	Fri 9/14/12	48FS-20 days
53	**Geotechnical Engineering Services**	**65 days**	**Mon 9/3/12**	**Fri 11/30/12**	
54	Subsurface Investigation and Testing	30 days	Mon 9/3/12	Fri 10/12/12	48FS-20 days
55	Phase II Material Investigation and Report	10 days	Mon 10/15/12	Fri 10/26/12	54
56	Preliminary Geotechnical Design Report (if needed)	15 days	Mon 10/15/12	Fri 11/2/12	54
57	Preliminary Foundation Report	15 days	Mon 10/29/12	Fri 11/16/12	56FS-5 days
58	Preliminary Materials Report	15 days	Mon 11/12/12	Fri 11/30/12	57FS-5 days
59	**Environmental Document (ED) Revalidation**	**130 days**	**Mon 9/17/12**	**Fri 3/15/13**	
60	**Technical Studies and Reports**	**40 days**	**Mon 9/17/12**	**Fri 11/9/12**	
61	Visual Impact Assessment Report	30 days	Mon 10/1/12	Fri 11/9/12	48
62	Water Quality Assessment	30 days	Mon 10/1/12	Fri 11/9/12	48
63	Traffic Noise Study/Noise Abatement Decision Report (NADR)	30 days	Mon 9/17/12	Fri 10/26/12	47FS+10 days
64	Air Quality Report	30 days	Mon 10/1/12	Fri 11/9/12	48
65	Palentology Identification/Evaluation Report	30 days	Mon 10/1/12	Fri 11/9/12	48
66	Cultural Resources (HPSR, HRER and ASR) & Native American Consulatation	30 days	Mon 10/1/12	Fri 11/9/12	48
67	APE/PAL Map	30 days	Mon 10/1/12	Fri 11/9/12	48
68	Hazardous Material / Waste ISA	30 days	Mon 10/1/12	Fri 11/9/12	48
69	Bilogical Resources and Wetlands	30 days	Mon 10/1/12	Fri 11/9/12	48
70	Traffic / Circulation Impact Report	30 days	Mon 10/1/12	Fri 11/9/12	48
71	Relocation Impact Study	30 days	Mon 10/1/12	Fri 11/9/12	48
72	Community Impact Report	30 days	Mon 10/1/12	Fri 11/9/12	48
73	Growth Inducement and Cumulative Impact Analysis	30 days	Mon 10/1/12	Fri 11/9/12	48
74	Draft IS/EA Revalidation	30 days	Mon 10/29/12	Fri 12/7/12	55,47,48,49,52,61F
75	Public Review/Meeting (not anticipated)	30 days	Mon 12/10/12	Fri 1/18/13	74
76	ED Revalidation Modifications and Approval	40 days	Mon 1/21/13	Fri 3/15/13	75
77	Supplemental Project Report	41 days	Mon 1/21/13	Mon 3/18/13	76SS,52,50,51,48,4
78	***PRELIMINARY ENGINEERING (PE) COMPLETION***	***0 days***	***Mon 3/18/13***	***Mon 3/18/13***	77,74

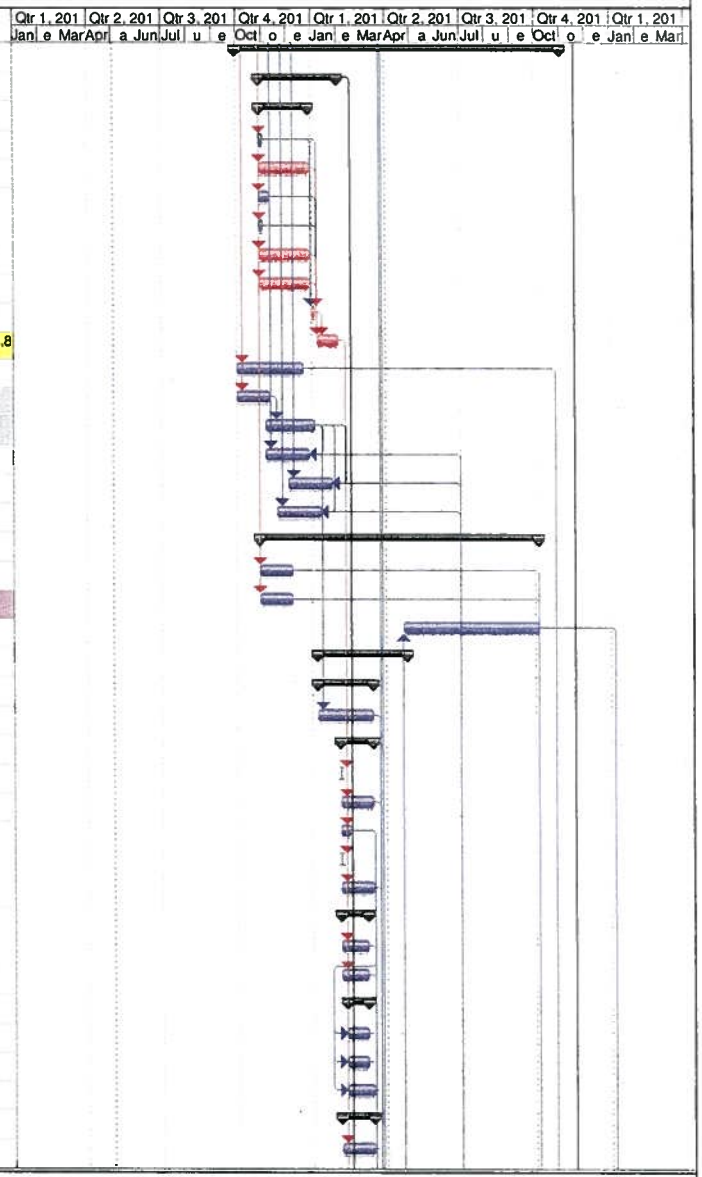


Project: Sepulveda Schedule_120501_
Date: Wed 5/2/12

Task		Summary		Rolled Up Progress		Group By Summary	
Critical Task		Rolled Up Task		Split		Deadline	
Progress		Rolled Up Critical Task		External Tasks			
Milestone	◆	Rolled Up Milestone	◇	Project Summary			

SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3

ID	Task Name	Duration	Start	Finish	Predecessors
79	**PHASE II - FINAL DESIGN PHASE**	**285 days**	**Mon 10/1/12**	**Fri 11/1/13**	
80	**35% PS&E (assuming CT will allow to move forward after 1st review)**	**70 days**	**Mon 10/29/12**	**Fri 2/1/13**	
81	**Roadway Plans**	**45 days**	**Mon 10/29/12**	**Fri 12/28/12**	
82	Title Sheet	5 days	Mon 10/29/12	Fri 11/2/12	48FS+20 days
83	Layouts	45 days	Mon 10/29/12	Fri 12/28/12	48FS+20 days
84	Typical Sections	10 days	Mon 10/29/12	Fri 11/9/12	48FS+20 days
85	Key Map and Line Index	5 days	Mon 10/29/12	Fri 11/2/12	48FS+20 days
86	Profiles	45 days	Mon 10/29/12	Fri 12/28/12	48FS+20 days
87	Utility Plans	45 days	Mon 10/29/12	Fri 12/28/12	48FS+20 days
88	Cost Estimate	5 days	Mon 12/31/12	Fri 1/4/13	87,82,83,84,85,86
89	City and Caltrans Review of 35%PS&E Package	20 days	Mon 1/7/13	Fri 2/1/13	82,83,84,85,86,87,8
90	Mandatory and Advisory Fact Sheets (if needed)	60 days	Mon 10/1/12	Fri 12/21/12	48
91	Bridge Site Data Submittal	30 days	Mon 10/1/12	Fri 11/9/12	48
92	Type Selection Report	45 days	Mon 11/5/12	Fri 1/4/13	91FS-5 days
93	Draft Geotechnical Design Report	40 days	Mon 11/5/12	Fri 12/28/12	56,92FF-5 days
94	Draft Materials Report	40 days	Mon 12/3/12	Fri 1/25/13	58,92FF-5 days
95	Draft Foundation Report	40 days	Mon 11/19/12	Fri 1/11/13	57,92FF-5 days
96	**Utilities**	**245 days**	**Mon 10/29/12**	**Fri 10/4/13**	
97	Potholing	30 days	Mon 10/29/12	Fri 12/7/12	48FS+20 days,45
98	Coordination	30 days	Mon 10/29/12	Fri 12/7/12	48FS+20 days,45
99	Relocations	120 days	Mon 4/22/13	Fri 10/4/13	123FS+40 days
100	**65% PS&E**	**80 days**	**Mon 1/7/13**	**Fri 4/26/13**	
101	**Bridge Plans**	**50 days**	**Mon 1/7/13**	**Fri 3/15/13**	
102	Bridge Plans	50 days	Mon 1/7/13	Fri 3/15/13	92
103	**Roadway Plans**	**30 days**	**Mon 2/4/13**	**Fri 3/15/13**	
104	Title Sheet	1 day	Mon 2/4/13	Mon 2/4/13	89
105	Layouts	30 days	Mon 2/4/13	Fri 3/15/13	89
106	Typical Sections	10 days	Mon 2/4/13	Fri 2/15/13	89
107	Key Map and Line Index	1 day	Mon 2/4/13	Mon 2/4/13	89
108	Profiles	30 days	Mon 2/4/13	Fri 3/15/13	89
109	**Drainage Plans**	**25 days**	**Mon 2/4/13**	**Fri 3/8/13**	
110	Site Drainage	25 days	Mon 2/4/13	Fri 3/8/13	89
111	Design Pollution Prevention BMP's	25 days	Mon 2/4/13	Fri 3/8/13	89
112	**Water Pollution Control**	**20 days**	**Mon 2/11/13**	**Fri 3/8/13**	
113	Treatment BMP's	20 days	Mon 2/11/13	Fri 3/8/13	110FS-20 days
114	Construction BMP's	20 days	Mon 2/11/13	Fri 3/8/13	110FS-20 days
115	PS&E Storm Water Data Report	25 days	Mon 2/11/13	Fri 3/15/13	110FS-20 days
116	**Traffic and Lighting Plans**	**30 days**	**Mon 2/4/13**	**Fri 3/15/13**	
117	Stage Construction	30 days	Mon 2/4/13	Fri 3/15/13	89

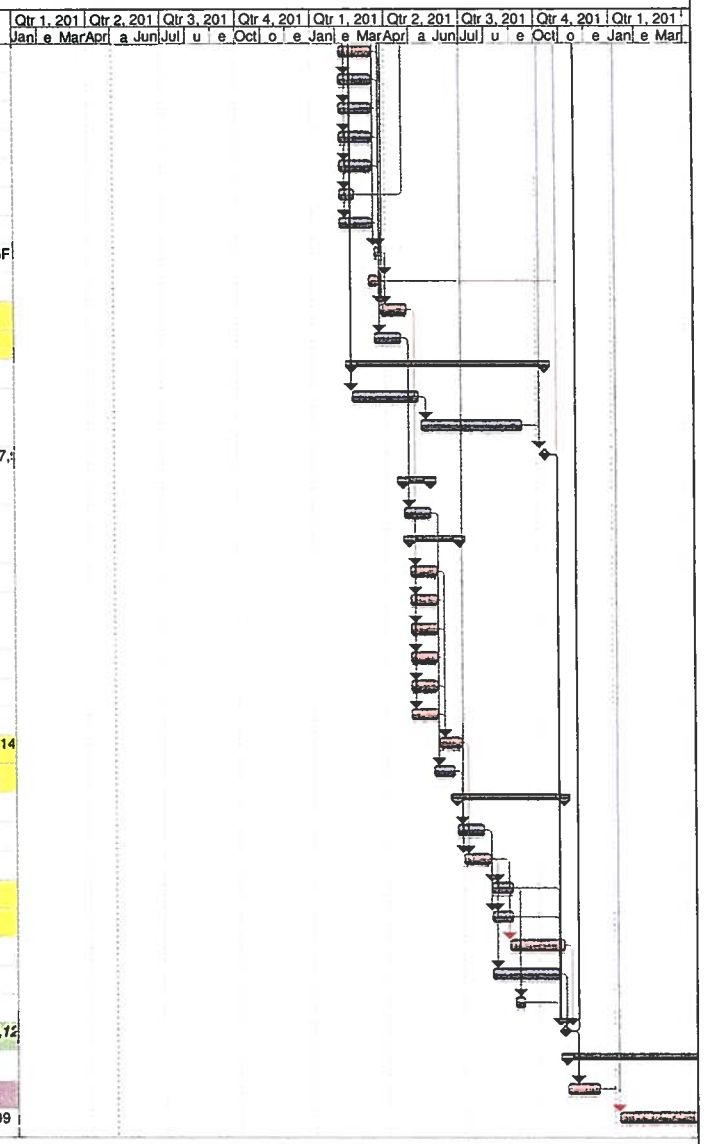


Project: Sepulveda Schedule_120501_
Date: Wed 5/2/12

Task		Summary		Rolled Up Progress		Group By Summary	
Critical Task		Rolled Up Task		Split		Deadline	
Progress		Rolled Up Critical Task		External Tasks			
Milestone	◆	Rolled Up Milestone	◇	Project Summary			

SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT
PHASE 1, 2, and 3

ID	Task Name	Duration	Start	Finish	Predecessors
118	Traffic Handling	30 days	Mon 2/4/13	Fri 3/15/13	89
119	TMP	30 days	Mon 2/4/13	Fri 3/15/13	89
120	Pavement Delineation Plans	30 days	Mon 2/4/13	Fri 3/15/13	89
121	Sign Plans	30 days	Mon 2/4/13	Fri 3/15/13	89
122	Electrical Plans	30 days	Mon 2/4/13	Fri 3/15/13	89
123	Utility Plans	15 days	Mon 2/4/13	Fri 2/22/13	89
124	Planting and Irrigation Plans	30 days	Mon 2/4/13	Fri 3/15/13	89
125	Cost Estimate	5 days	Mon 3/18/13	Fri 3/22/13	124FS-5 days,105F
126	Specifications	10 days	Mon 3/11/13	Fri 3/22/13	125FS-10 days
127	City and Caltrans Review of 65%PS&E Package	25 days	Mon 3/25/13	Fri 4/26/13	125,126,77,76
128	City and Caltrans Review of 65% Bridge PS&E Package	25 days	Mon 3/18/13	Fri 4/19/13	102
129	**Right of Way Engineering Services**	**170 days**	**Mon 2/18/13**	**Fri 10/11/13**	
130	R/W Maps	60 days	Mon 2/18/13	Fri 5/10/13	80FS+10 days
131	Appraisal and Acquisition	90 days	Mon 5/13/13	Fri 9/13/13	130
132	Right of Way Certification (Cert 3 if needed)	0 days	Fri 10/11/13	Fri 10/11/13	131FS+20 days,97,
133	**95% Bridge Plans**	**25 days**	**Mon 4/22/13**	**Fri 5/24/13**	
134	95% Bridge plans	25 days	Mon 4/22/13	Fri 5/24/13	128
135	**95% PS&E**	**45 days**	**Mon 4/29/13**	**Fri 6/28/13**	
136	Roadway Plans	25 days	Mon 4/29/13	Fri 5/31/13	127
137	Drainage Plans	25 days	Mon 4/29/13	Fri 5/31/13	127
138	Traffic and Lighting Plans	25 days	Mon 4/29/13	Fri 5/31/13	127
139	Utility Plans	25 days	Mon 4/29/13	Fri 5/31/13	127
140	Planting and Irrigation Plans	25 days	Mon 4/29/13	Fri 5/31/13	127
141	Construction Schedule	25 days	Mon 4/29/13	Fri 5/31/13	127
142	City and Caltrans Review of 95%PS&E Package	20 days	Mon 6/3/13	Fri 6/28/13	136,137,138,139,14
143	City and Caltrans Review of 95% Bridge PS&E Package	20 days	Mon 5/27/13	Fri 6/21/13	134
144	**100% Final PS&E**	**95 days**	**Mon 6/24/13**	**Fri 11/1/13**	
145	Bridge Plans	25 days	Mon 6/24/13	Fri 7/26/13	143
146	Plans, Specs and Estimates	25 days	Mon 7/1/13	Fri 8/2/13	93,94,95,142
147	City and Caltrans Review of 100%PS&E Package	20 days	Mon 8/5/13	Fri 8/30/13	146,145
148	City and Caltrans Review of 100% Bridge Package	20 days	Mon 8/5/13	Fri 8/30/13	146,145
149	Funding Authorization (E-76)/CT DLAE Processing	50 days	Mon 8/26/13	Fri 11/1/13	146FS+15 days
150	Permits	60 days	Mon 8/5/13	Fri 10/25/13	146
151	RE Pending File	10 days	Mon 9/2/13	Fri 9/13/13	147
152	***READY TO LIST***	***0 days***	***Fri 11/1/13***	***Fri 11/1/13***	***149,150,151,132,12***
153	**PHASE III - CONSTRUCTION SUPPORT**	**445 days**	**Mon 11/4/13**	**Fri 7/17/15**	
154	Bid Support	30 days	Mon 11/4/13	Fri 12/13/13	152
155	Construction Support	400 days	Mon 1/6/14	Fri 7/17/15	154FS+15 days,99



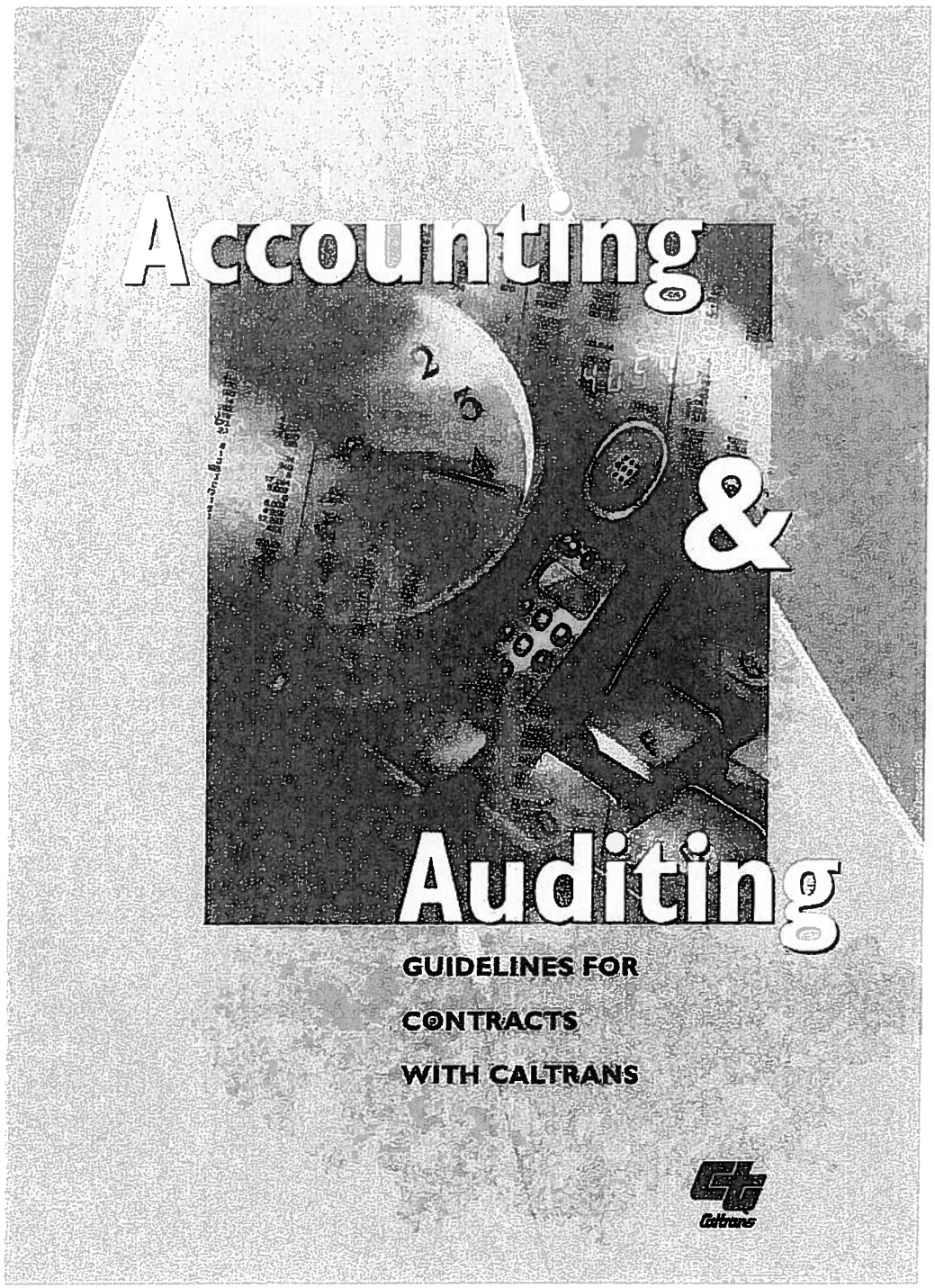
Project: Sepulveda Schedule_120501_
Date: Wed 5/2/12

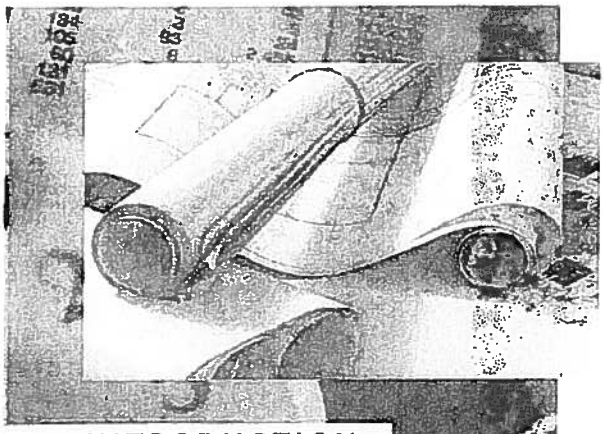
Task		Summary		Rolled Up Progress		Group By Summary	
Critical Task		Rolled Up Task		Split		Deadline	
Progress		Rolled Up Critical Task		External Tasks			
Milestone	◆	Rolled Up Milestone	◇	Project Summary			

EXHIBIT D

AUDIT GUIDELINES

Exhibit 10-N Accounting & Auditing Guidelines for Contracts with Caltrans





INTRODUCTION

The purpose of this brochure is to outl for you, a potential contractor with the California State Department of Transportation (Caltrans), the basic elements of an adequate accounting system, and the types and objectives of audits that will be performed in relation to your contract. In order to successfully compete for a contract and meet the audit requirements, a contractor (whether a prime or subcontractor) must have a system of record keeping and internal control. Although a specific cost accounting system is not required, a contractor needs a system which will assure compliance with the terms of the agreement. A preaward audit will be preformed to assure you meet these requirements prior to contract execution. If your system is deficient, the contract will not be executed.

Caltrans reimburses, through your overhead rate, the costs attributable to establishing and maintaining a cost accounting system.

Staff time and other costs related to an audit performed of your contract are normally reimbursed through your overhead rate.

ACCOUNTING SYSTEM

Contractors (whether a prime or subcontractor) planning to contract with Caltrans must have an accounting system which meets the following objectives.

- The ability to record and report financial data in accordance with generally accepted accounting principles
- A system of record keeping to ensure that costs billed to Caltrans are:
  - a. Supported by adequate documentation
  - b. In compliance with the terms of the contract and applicable Federal and State regulations specified in the contract.
- A system of record keeping ideally includes the following
  - a. General ledger
  - b. Job cost ledger
  - c. Labor distributions
  - d. Time records
  - e. Subsidiary journals
  - f. Chart of accounts
  - g. Financial statements
- The ability to accumulate and segregate reasonable, allocable (incurred solely for a project) and allowable (per terms of the contract) costs through the use of a cost accounting system. The following are some of the attributes which would ideally be found in such a system:
  - a. A chart of accounts which includes indirect and direct general ledger accounts. Indirect costs are not specifically identified to a project, for example, rent and/or utilities. Direct costs are specifically identified with a project, for example, drafting hours and/or design hours.
  - b. Segregation of costs by contract, category of cost and milestones (if applicable).
  - c. Proper recording of direct and indirect costs. For example, recording of labor costs should provide that non-project indirect hours be recorded on a time sheet and in the accounting records to an administration, vacation, sick leave or other indirect cost account/code. Direct project hours should be recorded on a time sheet and in the accounting records to a direct project cost account/code.

d. Consistent accounting treatment of costs in recording and reporting. For example, if travel expense is charged directly to a project, all travel expense incurred on any project should be considered a direct costs. As a result, project-related travel, whether reimbursable per the contract terms or not, should be included as a direct cost.

e. Ability to trace from invoices submitted to Caltrans to job cost records and original, approved source documents, for example, time sheets, vendor invoices, cancelled checks.

f. Ability to reconcile job cost records to the accounting records.

- Compliance with cost principles described in the Code of Federal Regulations 48, Federal Acquisition Regulations System (FAR), Chapter 1, Part 31. Information on how to obtain this regulation is described under "Audit Criteria" on the following page.
- Procedures to monitor and adjust projected overhead rates to actual rates.
- Controls to ensure that written approval is obtained prior to any changes to the contract.
- Procedures to retain accounting records and source documentation as required by the terms of the contract.
- A system of internal control which provides reasonable assurance that assets are protected; financial data, records and statements are reliable; and errors and irregularities are promptly discovered, reported and corrected. The elements of a system of internal control should include, but not be limited to, the following:

a. Separation of duties for proper protection of assets. Incompatible duties are those that place any person in a position to both perpetrate and conceal errors or irregularities in the normal course of business. For example, the person who writes checks should be different from the person who reconciles bank statements and the person who purchases goods should be different from the person who receives goods.

b. Limiting access to assets to only authorized personnel who require these assets in the performance of their assigned duties. For example, blank check stock should be locked in a safe when not in use.

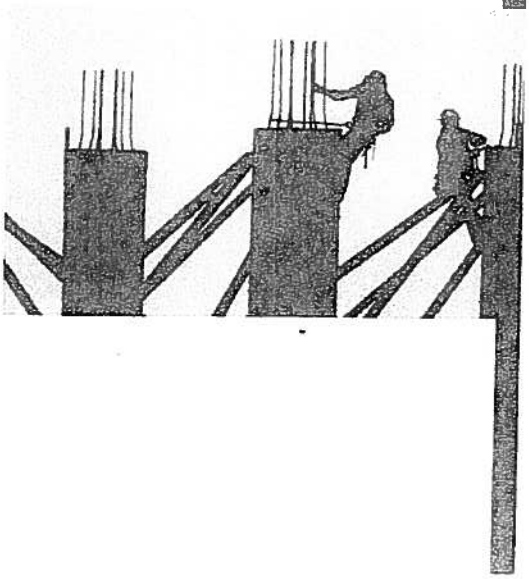
c. Authorization and record keeping procedures which provide effective accounting control over assets, liabilities, revenues, and expenditures.

d. A system of practices to be followed in the performance of duties and functions. Such a system normally includes policies and procedures which establish the purpose and requirements of the accounting system. For example, timekeeping practices should ideally provide for the following:

- Time sheets be prepared, signed and dated by all employees.
- Time sheets be completed in non erasable ink.
- Time sheet corrections be crossed out and initialed by the employee.
- Time sheets be signed by a supervisor as reviewed and retained on file as required by the contract.

e. Personnel with skills and training commensurate with their responsibilities.

f. A system of internal review. For example, bank reconciliations and travel expense claims should be reviewed, approved, and signed by a supervisor.



AUDITS

Contractors, whether a prime or subcontractor, performing under a negotiated contract with Caltrans are subject to the following audits

- **Preaward Audits:** Prior to the award of a contract, Caltrans Audits and Investigations will conduct a preaward audit to determine if the contractor's accounting system is adequate to accumulate and segregate costs as detailed in the previous section and to determine if the proposed costs are reasonable. The audit alerts both the contractor and Caltrans management to problems relative to the contractor's cost proposal and cost accounting system. Due to time constraints in the award process, your cooperation in scheduling the preaward audit with short notice will expedite the execution of your contract.
- **Interim Audits:** Interim audits are performed on an as needed basis. During the preaward audit, if it is determined that the contractor's accounting system is new or minor deficiencies are noted, an interim audit is scheduled to determine that the system is functioning adequately to ensure that billed costs are supported and that any deficiencies were corrected. An interim audit may be requested by the contract administrator or by Caltrans management to address concerns during the course of the contract. Also, an audit manager may initiate an interim audit of a multi-year contract to ensure that costs reimbursed to date are allowable
- **Post Audits:** Post audits of contracts are performed routinely after project completion. Post audits are performed to determine whether the costs claimed are allowable, allocable, reasonable, and in compliance with the Federal and State laws and regulations as well as the fiscal provisions stipulated in the contract. The examination includes reviews of applicable laws and regulations, the contract requirements and the contractor's internal control system. Audit tests of the contractor's accounting records and other auditing procedures considered necessary will also be performed. Applications of all audit procedures would also be governed by the individual contract under audit. Unsupported or unallowable costs are normally the result of weaknesses in the accounting system and will be reimbursed to Caltrans.

To provide contractors with a procedure for obtaining prompt and equitable resolution to a dispute arising from a post audit of a non-highway construction cost reimbursement contract, Caltrans has established an Audit Review Committee (ARC). Information explaining the ARC should be found in your contract and/or as an attachment to the post audit report.

AUDIT CRITERIA

For specific information regarding basic cost accounting systems and applicable State and Federal regulations, please see the following:

- **Code of Federal Regulations 48, Federal Acquisition Regulations System, Chapter 1, Part 31:** This regulation contains cost principles and procedures for the pricing of contracts/subcontracts and the determination, negotiation, or allowance of costs. Contact:

  Superintendent of Documents
  Government Printing Office
  Washington, DC 20402

  Washington, D.C. (202) 512-1800
  San Francisco (415) 512-2770
  Los Angeles (213) 239-9844

- **California State Administrative Manual:** A reference source for statewide policies, procedures, regulations and information. Contact:

  Office of State Publishing,
  Department of General Services.
  Call for order form: (916) 445-2295.

For review of the above references, contact your local library or the California State Library

California State Library
Library and Courts Building
914 Capitol Mall, P.O. Box 942837
Sacramento, CA 94237-0001

Information: (916) 654-0261

For assistance in establishing an accounting system which will meet the objectives outlined in this brochure, you should contact an accountant and/or bookkeeper who is familiar with cost accounting systems

Caltrans is an equal opportunity employer. Equal opportunity is offered to all regardless of race, color, creed, national origin, ancestry, sex, marital status, disability, religion, or political affiliation, age or sexual orientation. Contractors that contract with Caltrans are responsible for taking necessary and reasonable steps to achieve these same goals.

EXHIBIT E

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPARTION

23 CFR 172.5(b) and 49 CFR, Part 26 are incorporated into this agreement by reference.

EXHIBIT 10-I Notice to Proposers Disadvantaged Business Enterprise Information

LOCAL AGENCY LETTERHEAD
(DATE)

NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE

INFORMATION

The Agency has established an Underutilized DBE goal for this Agreement of _____%.

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposer are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women
- The term "Agreement" also means "Contract."
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a "Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract)" (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer -DBE –Information (Consultant Contract)" (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
2. The proposer will meet the goal through work perfomred by UDBE subconsultants, subconsultants, suppliers or trucking companies.
3. The proposer made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The (prime consultant) shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.

G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

`5. RESOURCES

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: http://www.dot.ca.gov/hq/bep/.

- Click on the link in the left menu titled Find a Certified Firm
- Click on Query Form link, located in the first sentence
- Click on Certified DBE's (UCP) located on the first line in the center of the page

- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- "Start Search," "Requery," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form

6. **MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

   A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

   B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

   C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.

   D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. **FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:**

   A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.

   B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

   C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.

E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH AND
HDR ENGINEERING, INC.

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this 7th day of January, 2015 ("Effective Date").

RECITALS

A. On June 7, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide community relations and design professional services related to the Sepulveda Bridge Widening Project ("Original Agreement");

B. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to the City, and to allow the City to provide compensation for the services provided, and for changes to plans and specifications,

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

Section 1. Section 4(a) of the Agreement is hereby amended to read:

(a) "City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed $ 1,967,540 as set forth in Exhibit B ("Compensation"). Said Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than $ 1,967,540 during the term of this Agreement."

Section 2. Exhibit A (Scope of Services) and Exhibit B (Compensation) of the Agreement are hereby amended to include the additional services and fees described in the letter from Consultant dated December 11, 2014, attached hereto and incorporated herein by this reference.

Section 3. Except as specifically amended by this Amendment, 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 first shown above.

CONSULTANT
HDR Engineering, Inc.

By: _____

Its: Vice President

By: _____

Its: Senior Vice President

CITY OF MANHATTAN BEACH

_____
Mark Danaj, City Manager

ATTEST:

2-13-15
_____
Liza Tamura, City Clerk

APPROVED AS TO FORM:

_____
Quinn M. Barrow, City Attorney

_____
Public Works Approval

12100-0001\1776253v1.doc

December 11, 2014

Mr. Edward Kao
Senior Civil Engineer
City of Manhattan Beach
1400 Highland Avenue S. Main Street, 6th Floor
Manhattan Beach, CA 90266

Subject: Sepulveda Bridge Widening Project – Amendment 1

Dear Mr. Kao:

HDR is requesting additional compensation by means of a contract change order to complete work under contract for the Sepulveda Bridge Widening Project that is considered to be outside the original contract scope. The additional work involved and incurred reimbursable costs include the following items:

1. Additional Project Management
2. Design Changes due to changes in Caltrans policy, procedures, or direction
3. New SIM Traffic Analysis
4. Bridge Aesthetics and Rendering
5. Additional Drainage Design
6. New Advanced Planning Study (APS)
7. Design of Type 1 or 5 Retaining Wall on North End of The Project
8. Non-Standard Retaining Wall Design
9. New Seismic Retrofit Design
10. Soffit Lighting Design
11. Utility Design and Relocation

Below is a summary of the background and justification for additional compensation related to each of these items.

Item 1: Additional Project Management

The project schedule was extended due to the new and additional tasks required by Caltrans that were not part of the original scope of the project and are noted below (with approximate delay time):

- Changes in Design Criteria and changes to the Highway Design Manual (HDM) – 1 to 2 months. This resulted in revisions to sidewalk widths and curb ramp designs due to new requirements

- Change by Caltrans requiring a new Bridge Advanced Planning Study (APS) – 3 to 4 months. The original Project Report (prepared by Caltrans) included an approved APS. Consequently, a new APS was not anticipated. However, well into the project development, discussions arose about the bridge rating (decreases with age) and whether or not the bridge should be replaced. Initially, Caltrans wanted to investigate the possibility of replacing the bridge. However, the City would not

move forward with funding the project due to the impacts it would have on the community with the temporary closure of Sepulveda Boulevard. Eventually, the team agreed and Caltrans withdrew the bridge replacement idea. Caltrans did require that a new APS be developed to evaluate 3 Alternatives (Traditional Widening, Cell Concrete, and Bridge Replacement) to make sure that we at least noted the bridge replacement was noted and turned down due to cost and overall community impacts

- Requirement by Caltrans to perform additional Traffic Studies (Fry's driveway) – 3 months. Currently, because of the bottleneck that exists in the northbound direction, as you come out of the bottleneck, the driveway to Fry's exists within an opening that allows traffic to "skew" in without significantly impacting/backing up traffic (from the traffic department who reviewed the traffic plans for the Mall at the same time). Caltrans, who was reviewing the traffic plans for the mall at the same time, was concerned that with the proposed widening, the opening would be removed and traffic would now back up. Caltrans requested that counts be taken and a study be prepared to evaluate the impacts at the driveway.

- Review of Design documents – 3 months. On multiple occasions the review periods from Caltrans have extended beyond the scheduled 20 working day review periods.

- Revisiting removing the shoulder after obtaining concurrence from Caltrans on the Supplemental Mandatory Fact Sheet requirements - 3 months. After several months of discussions/negotiations with Caltrans District and Headquarters, concurrence was reached on the elements to be included in the exception to mandatory standards fact sheet. At the time, Caltrans Headquarters Design Coordinator insisted that a shoulder, no matter how minimal, be provided for refuge on the bridge. At the same time, the City welcomed a new public works director who wanted to re-visit the concept of not providing a shoulder. The item was re-opened for discussion. Caltrans also welcomed a new Headquarters Design Coordinator who was more open to accepting the design exception of not providing a shoulder which was eventually granted after several submittals of the revised Exception to Mandatory Standards Fact Sheet

- Updating Fact Sheets due to Speed Limit Change (due to Speed Survey performed by Caltrans) – 2 to 3 months. The speed limit change was brought to our attention by the Caltrans Project Engineer, Shafiq Rahman. The Exception to Advisory and Mandatory Design Exception Fact Sheets were nearly approved when Caltrans informed the team that a speed survey had been conducted within the project limits and that the design exceptions previously approved on the original fact sheets were no longer valid and those exceptions would now have to be included in the supplemental fact sheets that were about to be approved.

- Existing asbuilts do not match existing drainage facilities, further studies were necessary – 3 months. Existing drainage system was plugged and required Caltrans's crew to clean and video tape them. The initial scope included replacing catch basin on the northeast end of the bridge to accommodate for the widening.

Further studies (including assistance from Caltrans in cleaning and video taping the drainage system) concluded that the northern drainage system was plugged and needed to be replaced. Studies on the south end revealed that the specified drainage system that handled a much bigger contributory area was also compromised. This system will also need to be replaced (**see attachment 3: contributory area map**).

- Type Selection Process – 1.5 months. The Type Selection Report was submitted to Caltrans on August 14, 2014 and the Type Selection Meeting was held on November 16, 2014. The comments on the proposed type selection (cellular concrete backfill alternative) required further information that extended the schedule significantly and had more impacts on the community. As a result, the team revised the proposed alternative to include a more traditional widening and retrofit alternative and re-submitted a revised general plan and estimate on November 12, 2014. Caltrans was accepting of the approach and a revised Type Selection Report was submitted on November 20, 2014. The team is anticipating conceptual approval and acceptance to move forward with 95% PS&E by December 5, 2014. Originally, it was anticipated that Type Selection approval would occur in September/October 2014.

- Caltrans Permit Process – ongoing. The permit process has been inconsistent. The original parent permit was processed efficiently. However, follow up extensions were denied. Re-applications of the parent permit took longer than the original. We are currently revising Hazardous Material Investigation (Phase 2 work) permit and Geotechnical boring permit applications.

The total number of months delayed (not including the permit process) is about 23 months. Please note that these are not consecutive or cumulative. As a result of these delays, additional meetings and coordination is needed. 242 hours for an approximate additional 16 months to the schedule, results in 15 hours per month for the Project Manager, the Assistant Engineer and the Project Coordinator. The total amount of additional budget requested to complete the additional work associated with Item 1 is $39,928.

Item 2: Design Changes Due to Changes in Caltrans Policy, Procedures, or Direction

New Caltrans policies, procedures and direction have impacted the design and schedule of the project. A memorandum related to DIB 82-05 was posted by Caltrans on October 1, 2013 and included numerous revisions on the ADA curb ramp design (also noted in the first bullet under item 1 above). Item evaluating and incorporating the updated criteria and standards into our current design was not in our original scope and fee for the project. The HDR team re-evaluated the new requirements and modified the ADA curb ramp geometric design to meet the new requirements. In addition, the HDR team was requested to evaluate additional existing curb ramps that were not included in the scope, and redesign the locations that did not meet the new requirements. These ramps include the northeast corner of 33rd Street and Sepulveda Blvd and the southwest corner of N. Valley Dr. and Sepulveda Blvd. These curb ramps alone will create at least 1 new sheet not anticipated in

the original scope. The curb ramp at N. Valley Dr. required additional survey to tie into the existing curb and gutter.

The revised Highway Design Manual (HDM) dated May 7, 2012 included new requirements that were applicable to this project and needed to be evaluated and addressed in the mandatory and advisory fact sheets including:

- Minimum sidewalk width
- Minimum shoulder width
- Minimum lane width

Other HDM requirements that affected the design of the project included:

- Minimum bridge sidewalk width
- Legal design vehicles and tracking/swept width lines.
    - Truck turning geometry was investigated to ensure compliance.
- Minimum pedestrian undercrossing height
    - Bridge design affected to ensure compliance with minimum height.

Because of these new requirements additional work would now be required on the west side of the bridge that was not anticipated (sidewalk widening).

The original fee for the supplemental fact sheets was $12,598.

The original scope of project stipulated supplemental Mandatory and Advisory fact sheets if needed since fact sheets were already approved in the previous phase of the project. As a result of the speed survey conducted by Caltrans, the HDR team re-evaluated the mandatory and advisory design exceptions that were already conceptually approved and revised the supplemental fact sheets, for the design exceptions previously approved in the original fact sheets. Additional meetings took place to finalize geometry and exception to design fact sheets.

The total amount of additional budget requested to complete the additional work associated with Item 4 is $14,613.

Item 3: New SIM Traffic Analysis

Caltrans has required the HDR team to conduct additional traffic studies at the NB driveway north of the bridge (also noted in the 3rd bullet under item 1 above). This additional study is to determine if the reduced shoulder width on Sepulveda Boulevard would cause queuing or accidents for the traffic turning into the driveway. The SIM Traffic Analysis was not part of the original scope of the project. HDR's traffic sub-consultant, Iteris, prepared a detailed scope of work and fee estimate to complete this additional analysis. This scope of work and fee estimate is included as an attachment to this letter.

The total amount of additional budget requested to complete the additional work associated with Item 3 is $13,095 which includes Iteris' fee of $12,455 and 3 HDR labor hours ($640) for coordination effort. $350 for traffic counts is noted under ODCs for Iteris.

Item 4: Bridge Aesthetics and Rendering

The City of Manhattan Beach requested the HDR team to prepare schematics and renderings for various aesthetics of the bridge widening to facilitate the section of a bridge alternative. These sketches and visual simulations were not part of the original scope.

The HDR team prepared 6 sketches of which City Council selected one aesthetic finish (cobblestone) which was used to prepare a more detailed and precise rendering. Initially, the renderings were to be scaled sketches with a softer feel to capture the feel of the new aesthetic treatment. Two sketches were provided, one on the eastside of the bridge looking westerly and the other of the alley area between the Neumann property and the proposed special design wall. After further discussions with the City, it was decided that these drawings should be visual simulations to best portray what the bridge and walls would actually look like. This included taking on-site photographs of the proposed rendering areas and creating virtual models superimposed on each photograph.

The additional budget requested to complete additional work associated with Item 4 is $10,004.

Item 5: Additional Drainage Design

The original scope of the project for the drainage design was defined for the new drainage systems to tie into the existing as well as relocation of the easterly catch basin just north of the bridge. HDR conducted field reviews and researched the existing drainage systems within the project limits with the City and Caltrans during the PA&ED phase, and discovered the following:

1. An existing broken non-standard drainage system on the south end of the project
2. An existing plugged drainage system on the north end of the project

In addition, Caltrans has also requested HDR evaluate and design an additional catch basin on the south end of the project. Current Caltrans maintenance video shows the existing systems have displacement sections and roots growing through the storm drains (also noted in the 7th bullet under Item 1) These ineffective systems require replacement and for a new drainage system to be designed.

The original fee for drainage design (PS&E) is $22,485 for an estimated 3 drainage sheets which would include a plan and profile, detail, and quantity sheet. The new fee would total $45,632 for a total of 6 sheets including:

- 1 layout and 1 profile sheet for drainage system running parallel adjacent to Sepulveda Blvd which connects to the existing systems.
- 1 layout and 1 profile sheet for drainage system running perpendicular to Sepulveda Blvd connecting the new systems to the outlet point.
- 1 detail sheet for drainage connections and specific elements.
- 1 drainage quantity sheet.

Project Item	Original	Amendment	% Increase
No. of sheets (total)	3	3	100%
Tributary area (ac.)	3.3	10.5	318%
Cost	$22,485	$23,147	122%

The total amount of additional budget requested to complete the additional work associated with Item 5 is $23,147.

Item 6: New Advanced Planning Study (APS)

An APS was approved in 2004 with cost estimates updated in 2006, during the previous phase of the project; therefore, the original scope of the project did not include a new or updated APS. Caltrans then requested the HDR team to revisit the APS and revise it to include 3 bridge design alternatives: buried arch, traditional widening, and replacement which included plans, estimates, and reports (also noted in 2nd bullet under item 1 above).

This additional scope would also include a Preliminary Foundation technical memorandum that will be used for Type Selection of the bridge.

The total amount of additional budget requested to complete the additional work associated with Item 6 is $74,971.

Item 7: Design of Type 1 or 5 Retaining Wall on North End of Project

The original scope of the project assumed the retaining wall just north of the bridge would be maintained in place. After discussions with Caltrans and the requirement to incorporate a bus pad just south of the Fry's driveway, it was determined that the removal of the existing wall is necessary. The existing wall will be replaced with a new type 1 or 5 retaining wall. The revised scope includes proposed design of the retaining wall, including plans, estimates, and specifications.

The total amount of additional budget requested to complete the additional work associated with Item 7 is $7,728.

Item 8: Non-Standard Retaining Wall Design

The original scope included a standard type 1 or 5 retaining wall per Caltrans Standards as noted in Exhibit A of the contract (assumption letter). After obtaining survey and right of way information, it was determined that the right of way footing easement and constructability issues caused by a type 1 or 5 wall dictate the need for a special designed wall because:

- The required height of the wall precludes the standard type 5 wall from being used and the proximity of the standard type 1 wall footing to the adjacent building puts the foundations of the building at risk.
- A standard type 1 wall requires separate shoring to construct the wall requiring additional cost and time. The proposed soldier pile special designed wall can serve as the shoring as well as the permanent wall.

- If the property owner is not in agreement with the footing easement and/or compensation, the property would undergo condemnation and extend the schedule

In summary, the reasons for using a special designed soldier pile wall include:

- To minimize impacts to traffic and property right of way.
- A solider pile wall does not require large excavation.
- Soldier pile wall can be built on right of way line.
- Soldier pile wall is fast to construct minimizing impacts to traffic.
- Soldier pile wall accommodates future utilities along shoulder since width of wall is small and there is no footing.

A Type 1 Standard Wall would require:

- A footing up to 13 ft. wide.
- A large excavation next to traffic.
- Extensive shoring to allow installation of footing next to traffic.
- A footing easement because face of wall cannot be set back (towards traffic) anymore
- Time that excavation is open is dependent on concrete curing before retaining wall can be built on footing.
- Once retaining wall is built and has cured full height backfill will be required behind retaining wall.
- Retaining wall will take longer to build than a soldier pile wall.
- Longer traffic impacts.

HDR is proposing the special design wall to be a soldier pile design. The revised scope includes Bridge Side Data Submittal (BSDS) and type selection report within the required documents for the bridge.

The total amount of additional budget requested to complete the additional work associated with Item 8 is $121,438

Item 9: New Seismic Retrofit Design

The seismic retrofit design of the existing bridge was not included in the original scope of the project. The seismic retrofit design strategy could only be determined after the full evaluation of the bridge and after the bridge type is selected. The retrofit design is consistent with what is recommended in the revised Type Selection Report which addresses Caltrans comments from the Type Selection Meeting held on October 16, 2014. The existing structure will be strengthened using cast-in-place concrete shear walls that will be designed to resist seismic loading.

The City wants an aesthetically pleasing fascia wall placed under each edge of deck on both sides of the existing bridge parallel to traffic. This wall will improve the safety of the area by preventing transients from residing under the bridge. To maximize the use of

materials on the project it has been determined that this fascia could also be used to resist seismic forces. The wall would need to be approximately 24 inch thick and would be anchored to bent walls. To allow bridge to deflect between bents, polystyrene would be placed between the new slab soffit and top of fascia/seismic wall to allow deck to deflect along with existing bridge. There would be lateral restraint at top of wall through use of shear keys located on both sides of wall. The fascia wall would be supported by footing supported on 16 inch diameter piles.

At bents 3 and 4 the existing crash walls would be extended up to the underside of the bent cap creating two transverse shear walls. These shear walls would work with the abutments to resist transverse seismic loading. Footings at crash walls would be extended out to increase overturning capacity if required. Piles will be placed at both ends of bents as part of the new bents that will support the slab widening.

The concrete arch, along with its footings, and the soldier pile wall will be designed based on AASHTO LRFD Bridge Design Specifications – 5th Edition and the California amendments. The design will incorporate the September 28, 2010 updates that include earth retaining systems and underground structures. The Seismic Design Criteria V1.7 will be the governing specification for the seismic design of structures. The total amount of additional budget requested to complete the additional work associated with Item 9 is $155,671.

Item 10: Soffit Lighting Design

The soffit lighting for the bridge was not included in the original scope of work because a bridge alternative had not been selected. Iteris will prepare the plans for the installation of new soffit lighting for the new Sepulveda Bridge. Proposed soffit lighting facilities will conform to the requirements of Caltrans and the City of Manhattan Beach. The plan will be designed per California Department of Transportation (Caltrans) standards and specifications. The plan will include all notes and details for the construction of a complete soffit lighting system with new luminaires, conduits, conductors, and pull boxes. The design plans will be submitted for review at the 90% and 100% progress level for Caltrans and City review and comments. The 100% plans will be submitted as signed and sealed mylars suitable to be included into a bid package for a contractor. A total of two (2) sheets will be prepared showing the complete design of the soffit lighting at a scale of 1"=20' and wiring diagram & details on second sheet.

Iteris will prepare technical specifications as special provisions in conformance with APWA "Green Book", and Caltrans Standard Specifications format and provide required permits and reference material as part of the City's standard contract documents. Iteris will verify unit prices at the time of plan approval; provide cost estimates and a revised cost estimate with 90% and 100% plan check submittal.

The total amount of additional budget requested to complete the additional work associated with Item 10 is $7,924. This scope of work and fee estimate is included as an attachment to this letter.

Item 11: Utility Design and Relocation

The original intent of the proposed project was to widen easterly and only replace the railing on the westerly side of the bridge; therefore, the original scope of the project did not include the relocation of the existing gas line or water line on the west side of the bridge. The location of the gas line was not clearly defined and the preliminary assessment on the water line was that it could be protected in place. During the preliminary geometric design process, Caltrans requested the design to include a standard sidewalk width (6ft wide versus the exiting 4ft) per the revised HDM. The existing water lines are currently located under the existing sidewalk on the west side of the bridge and would consequently need to be temporarily relocated.

The design for permanent or temporary relocation would include 9 sheets and 7 specifications, including site plans, profiles, details, and general sheets. The 6" gas line is approximately 15' deep according to the SCG and will be moved west, out of conflict with the Manhattan Overhead Bridge. It is assumed that the gas line is buried underground near the west bridge drip-line (to be confirmed by potholing). The telecommunication line will be shifted east and replaced in an equivalent area near the new northbound sidewalk. The 10" water line is located under the west sidewalk hanging under the bridge with steel supports. The water line needs to be temporarily relocated for the construction of the new bridge elements and it is anticipated that the construction period related to the relocation will be 2-3 months. It is assumed that the water line can be relocated along the southbound bridge railing while the bridge construction is taking place. It is also assumed that the City's water division approves of this temporary location and it's accessibility from the bridge sidewalk is not a hazard. The cost of design for this temporary bypass is comparable to a permanent relocation because the elements of the bypass require a full design to provide the standards and requirements related to the City's water division. Any potential cost savings from material cost would be negligible as the cost for the pipe supports may go up from using HDPE pipes instead of steel or PVC. Other elements such as flexible joints and fittings, pressure testing, disinfection and testing will be comparable.

Project Item	Original	Amendment	% Increase
No. of sheets (total)	3	9	200%
Number of Utilities (total)	1	3	200%
Cost	$43,903	$22,432	51%

Approximately $13,000 of the original budget has been spent on utility research and coordination.

The total amount of additional budget requested to complete the additional work associated with Item 11 is $22,432. Please note that the cost associated with these relocations is dependent on the current bridge alternative.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Any excessive delays to the project schedule due to new design criteria, or any additional scope to the project that would affect the project management after this amendment is approved are not covered in this amendment.

2. New Caltrans or regulatory agency requirements and protocols (not originally covered in the scope) could affect scope and fee. If new requirements and protocols are required, it is assumed that the City and HDR will come to a reasonable agreement as to the scope and fee for the additional *effort.*

3. Should the project team uncover additional drainage systems, additional drainage requirements, or the drainage alternative is required to change based on any new agency regulations or unforeseen condition, it is assumed that the City and HDR will come to a reasonable agreements as to the scope and fee for the additional *effort.*

4. We are assuming a standard type 5 Wall for retaining wall 212 and no other existing walls north of the bridge are impacted.

5. The proposed seismic retrofit of the bridge is consistent with the recommendation from the approved Type Selection Report.

6. The soffit lighting design in this amendment applies only to lighting the "tunnel" portion of the bridge for pedestrian use. Any additional requirements for the design of bridge lighting or direction from an agency to change the lighting will be considered out of scope.

7. The utility design covered in this amendment covers the 3 impacted lines currently known by the project team. Any other utility lines discovered by the project team or any new regulations or requirements affecting the utility design will be considered out of scope. This amendment also assumes that the Southern California Gas (SCG) line along the west end of the bridge will be designed and relocated (if necessary) by SCG.

8. Please note that as noted in our assumptions letter dated May 15, 2012, the ISA Phase 1 would determine if Phase 2 work is needed. The approved ISA notes that Phase 2 work will be necessary. This work is currently being evaluated and the scope and fee is not determined yet. As soon as the work plan has been defined and determined, we will submit a request for an amendment for the ISA Phase 2 work.

9. The need for a culvert assessment report may be needed in the future and is not included in this amendment request.

10. The need for additional construction support for any elements not included in the original scope of work is not discussed or included in this amendment.

Summary

The following table provides a summary of the additional hourly and reimbursable costs identified above:

Work Item	Description	Project Phase	Requested Cost
Item 1	Additional Project Management	PA&ED/PS&E	$ 39,928
Item 2	Design Changes due to changes in Caltrans policy, procedures and direction	PA&ED/PS&E	$ 14,613
Item 3	New SIM Traffic Analysis	PA&ED	$ 13,095
Item 4	Bridge Aesthetics and Rendering	PA&ED/PS&E	$ 10,004
Item 5	Additional Drainage Design	PS&E	$ 23,147
Item 6	New Advanced Planning Study	PA&ED	$ 74,971
Item 7	Design of Type 1 or 5 retaining wall on North end of the Project	PS&E	$ 7,728
Item 8	Non-Standard Retaining Wall Design	PS&E	$ 121,438
Item 9	New Seismic Retrofit Design	PS&E	$ 155,671
Item 10	Soffit Lighting Design	PS&E	$ 7,924
Item 11	Utility Design and Relocation	PS&E	$ 22,432
ODCs	Mileage, printing, mailing, traffic counts	PA&ED/PS&E	$ 2,140
Total			**$ 493,091**

The attached fee proposal provides detailed breakdown of each of these costs by consultant, indicating the estimated number of hours and associated hourly fee by staff category for each work item.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this project. Please don't hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in detail.

Sincerely,

HDR ENGINEERING, INC.

Camilo Rocha, PE
Project Manager

Thomas T. Kim, PE
Senior Vice President

CC: File

Attachment 1: Fee Proposal
Attachment 2: Tributary Area Map
Attachment 3: Iteris Scope and Fee for Traffic Analysis
Attachment 4: Iteris Scope and Fee for Soffit Lighting

LEGEND:

EXISTING DRAINAGE

PROPOSED DRAINAGE

PROPOSED DRAINAGE

SCALE: 1" = 80'

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

CONSULTANT FUNCTIONAL SUPERVISOR

CALCULATED-DESIGNED BY

CHECKED BY

REVISED BY

DATE REVISED

DATE PLOTTED => 11/24/2014

TIME PLOTTED => 4:31:33 PM

BORDER LAST REVISED 7/2/2010

USERNAME => user

DGN FILE => c:\pwworking\aac\d0843077\Proposed Drainage Exhibit_80 Scale.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

ITERIS Innovation for better mobility

January 17, 2013

Camilo Rocha
HDR Inc.
Highway/Roadway Section Manager
3230 El Camino Real, Suite 200
Irvine, CA 92706

RE: Sepulveda Bridge Widening Project - Proposal for Synchro/SimTraffic Analysis

Dear Mr. Rocha,

Per your request, Iteris is pleased to submit this brief scope and fee estimate for traffic engineering services for the preparation of a traffic operations analysis for the northbound segment of Sepulveda Boulevard between 33rd Street and Rosecrans Avenue.

PROJECT UNDERSTANDING

We understand that City of Manhattan Beach/Caltrans would like to better understand the operations on northbound Sepulveda Boulevard with the widening of the bridge, as part of the project. The area of particular concern is the driveway just south of the intersection of Sepulveda Boulevard and Rosecrans Avenue. One of the approaches to understanding the operations is through a simulation model using Synchro/SimTraffic. Iteris proposes to build this simulation model and present the results of the analysis in a technical memorandum.

SCOPE OF SERVICES

DATA COLLECTION

Iteris suggests that SimTraffic analysis along the Sepulveda Boulevard include the following four intersections:

- Sepulveda Boulevard and Rosecrans Avenue (signalized)
- Sepulveda Boulevard and Driveway (unsignalized)
- Sepulveda Boulevard and Valley Drive (unsignalized)
- Sepulveda Boulevard and 33rd Street (signalized)

Three of the intersections were part of the Sepulveda Bridge Widening Traffic Study. For the purposes of this scope of work, it is assumed that new a.m. and p.m. peak hour counts would be collected only at the Sepulveda Boulevard and Driveway intersection.

HDR will provide Iteris with the future proposed alternative configuration along the corridor. In addition, the City will provide Iteris with all signal timing sheets for the two signalized intersections.

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SYNCHRO/SIMTRAFFIC ANALYSIS

Iteris will only evaluate future (year 2035) with project traffic conditions at the Sepulveda Boulevard corridor, using the SimTraffic software. SimTraffic is a microsimulation and traffic animation software developed by Trafficware. In SimTraffic, individual vehicles are modeled and displayed in the network. Iteris will create a SimTraffic model of Sepulveda Corridor between Rosecrans Avenue and 33rd Street. The analysis will be conducted for both a.m. and p.m. peak hours.

MEETINGS AND DELIVERABLES

Iteris will submit a technical memorandum with the analysis results. The memorandum will include LOS analysis for all the study intersections and queuing analysis for Sepulveda Boulevard in the northbound direction. In addition, Iteris will also present the SimTraffic simulation to the City/Caltrans staff.

Iteris staff will attend one meeting with City/Caltrans staff, to present and discuss the results of the SimTraffic analysis.

COST ESTIMATE AND TERMS

Iteris proposes to complete the tasks identified in the Scope of Work for a not-to-exceed fee of **$12,455**. The fee amount is based upon the work scope presented above and includes the cost of related technical, administrative services, and the cost for obtaining new traffic count data (**$350**).

Should the work not be authorized in thirty (30) days, or should changes occur in the work scope or level of effort; or should the completion date extend beyond the schedule stated above due to circumstances beyond Iteris' control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

If the above terms are acceptable, please provide an authorization to start the project. If you have any questions or need additional information, please do not hesitate to call me at (213) 488-0345.

Sincerely,

Iteris, Inc.

Michael P. Meyer
Vice President

ITERIS Innovation for better mobility

December 4, 2014

Mr. Camilo Rocha, PE
HDR
3230 El Camino Real, Suite 200
Irvine, CA 92602
714-730-2339

RE: Engineering Design Proposal for Soffit Lighting for Sepulveda Bridge – Addendum #1

Dear Mr. Rocha,

Iteris, Inc., is pleased to present this proposal to HDR to provide engineering design services for soffit lighting for the Sepulveda Bridge.

SCOPE OF WORK

The scope of work include installation of soffit lighting under the new Sepulveda Bridge and specific tasks required to complete the project are as follows:

Task 1 – Data Collection

This task will consist of information gathering and program definition and Iteris will research current conditions through data gathering and review of existing site improvement plans, as-built record drawings, existing wet and dry utility plans etc.

Task 2 – Field Investigation

Iteris will conduct a field investigation to verify all existing features on the plans and to identify all the relevant features. The field review will include work necessary to inspect the project site with respect to needs for preparing the engineering plans. Existing physical street improvements, utilities and obstructions (both underground and overhead), signing and striping and other relevant items would be located in the field with sufficient precision to be shown accurately on the traffic plans. All information obtained from records would be verified in the field in conjunction with this review. All information obtained between Tasks 1 and 2 will be used to create the base plan for this project.

Task 3 – Improvement Plans

Iteris will prepare the plans for the installation of new soffit lighting for the new Sepulveda Bridge. Proposed soffit lighting facilities will conform to the requirements of Caltrans and the City of Manhattan Beach. The plan will be designed per California Department of Transportation (Caltrans) standards and specifications. The plan will include all notes and details for the construction of a complete soffit lighting system with new luminaires, conduits, conductors, and pull boxes. The design plans will be submitted for review at the 90% and 100% progress level for Caltrans and City review and comments. The 100% plans will be submitted as signed and sealed Mylars suitable to be included into a bid package for a contractor. A total of two (2) sheets will be prepared showing the complete design of the soffit lighting at a scale of 1"=20' and wiring diagram & details on second sheet.

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Task 4 – Specifications, Quantities and Cost Estimates

Iteris will prepare technical specifications as special provisions in conformance with APWA "Green Book", and Caltrans Standard Specifications format and provide required permits and reference material as part of the City's standard contract documents. We will verify unit prices at the time of plan approval; provide cost estimates and a revised cost estimate with 90% and 100% plan check submittal.

FEE ESTIMATE AND TERMS

Iteris' fee to provide the service based upon the work scope is summarized in the table below. This fee includes the cost of all related technical and administrative services:

Task	Description	Iteris Staff			HOURS	Cost
		Bernard Li	Paul Frislie	Naree Kim		
	FY2014 Rate	$ 249.74	$ 144.53	$ 120.43		
1	Data Collection			4	4	$ 481.72
2	Field Investigation		2	6	8	$ 1,011.64
3	Improvement Plans	2	4	40	46	$ 5,894.80
4	Specification and Estimates		1	2	3	$ 385.39
	Total Labor	2	7	52	61	$ 7,773.55
					ODC's	$ 150.00
					TOTAL:	$ 7,923.55

Progress payments shall be made monthly for that percentage of work completed, and in full upon completion of our work.

Thank you very much for the opportunity to submit this proposal. Please feel free to call me at 949-270-9633 should you have any questions.

Sincerely,
Iteris, Inc.

Bernard

Bernard K. Li, PE, PTOE
Associate Vice President
Transportation Systems

City of Manhattan Beach

Sepulveda Avenue Bridge Widening

Supplemental PA/ED and PS&E

HDR Inc. Fee Proposal

Task	Hourly Rate	$ 239.00	$ 275.00	$ 232.00	$ 200.00	$ 243.00	$ 189.00	$ 217.00	$ 167.00	$ 51.00	$ 160.00	$ 171.00	$ 139.00	$ 160.00	$ 110.00	$ 200.00	$ 217.00	$ 194.00	$ 160.00	$ 247.00	$ 110.00	$ 51.00	$ 92.00	TOTAL LABOR HOURS	TOTAL COST	Reimbursable Costs					Subconsultants					TOTAL COST
	Description	PIC Project Mgr	Project Engr (Quality Control)	SUPC Manager (Quality Control)	Lead Engr (Traffic Operations)	SR Senior Structural Engineer (Traffic Structures)	Senior Structural Engineer (Traffic Structures)	Senior Structural Engineer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)	Senior Designer (Traffic Structures)			Travel	Postage	Reproduction	Site Supervision & Inspection	Photographer	Publishing	Sub Totals	Sub Admin (5%)	Mark	Sub	G.C.	
A	Phase 1 - Preliminary Engineering																																				
	Site Visits, Meetings			8																				8	$ 1,856										$ 17,000		$ 18,856
	Initial Analysis			4														40		40				84	$ 19,004												$ 19,004
	Total Labor Hours	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	40	0	40	0	0	0	92													
	Total Labor Cost	$ -	$ 2,856	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,760	$ -	$ 9,864	$ -	$ -	$ -		$ 20,480	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,000	$ -	$ 37,480
B	Phase 2 - Advance Planning Study (APS)																																				
	Plans																																$ 2,760				$ 2,760
	Geotechnical Data, Utility Research, Data Gaps			8		24		40														72		144	$ 27,476												$ 27,476
	Alternative Bridge Type																																				
	Hydraulic Calculations, Scour Supervision					8		24																32	$ 12,157												$ 12,157
	Reports																																				
	Draft APS Report			40		16		20																76	$ 15,796				8	24							$ 15,796
	Responses to Agency Comments							8																8	$ 1,336												$ 1,336
	Final APS Report			4				8																12	$ 2,016												$ 2,016
	Phase 2 Task 1 Remaining Budget as per work plan (if applicable)																																				
	Total Labor Hours	0	0	52	0	48	0	92	0	0	0	0	0	0	0	0	0	0	0	0	0	72	0	272													
	Total Labor Cost	$ -	$ -	$ 12,064	$ -	$ 11,664	$ -	$ 17,296	$ -	$ -	$ 160	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,672	$ -		$ 45,856	$ -	$ -	$ -	$ 8	$ 24	$ -	$ -	$ -	$ -	$ -	$ -	$ 45,888
C	Phase 3 - Bid & Construction Phase Support																																				
	Total Labor Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0													
	Total Labor Cost	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Total Labor Hours	0	0	64	0	48	0	92	0	0	160	0	0	0	0	0	0	0	0	0	0	72	0	464													
	Total Labor Cost	$ -	$ 2,856	$ 12,064	$ -	$ 11,664	$ 9,072	$ 17,296	$ -	$ -	$ 160	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,672	$ -		$ 65,336	$ -	$ -	$ -	$ 8	$ 24	$ -	$ -	$ -	$ 17,000	$ -	$ 82,368
	TOTAL REIMBURSIBLES																																		$ 500.00		$ 500.00
	TOTAL FEE																																$ 2,760	$ 24	$ 24	$ 17,000	$ 84,472

Exhibit B - Page 1

Task	Description	TOTAL LABOR HOURS	TOTAL LABOR COST	Reimbursable Costs						Subcontracts					TOTAL COST
	Project Management														
	Project Management Documents														
	Design Management Plan														
	Design Land & Control and Agreement Plan														
	Contracts and Agreements														
	Transportation Agreement														
	Rail Crossing Agreement Map Plan														
	Additional Engineering and Other Services														
	Consultant Group														
	Design Engineering														
	Engineering Control														
	Engineering Reporting and Meetings														
	TOTAL LABOR HOURS														
	TOTAL COST														
A	Phase 1 - Preliminary Engineering														
	Chapter 7 - Traffic Safety Enhancements														
	Meeting and Site Visits - Traffic Design														
	Traffic Design														
	Additional Activities in Cash Flow Scenario and Design														
	Meeting and Site Visits - Traffic Design														
	Traffic Design														
	Traffic Safety Design Review														
	Additional advisory and monitoring services for [illegible]														
	Additional efforts in Design Design														
	Meeting on Site and Design Review and Design														
	Coordination with the Traffic Maintenance Consultant														
	Drainage and Hydrology Analysis Work Plan														
	Final drainage plan on the site in the drainage														
	Coordination with the Traffic Design														
	Other														
	TOTAL LABOR HOURS														
	TOTAL COST														
B	Phase 2 - Advance Planning Study (APS)														
	Phase Two Advance Planning Study on north end of project														
	Rail Crossing Engineering														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
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	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	Phase 2 Environmental Services														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	[illegible]														
	TOTAL LABOR HOURS														
	TOTAL COST														
C	Phase 3 - Bid & Construction Phase Support														
	[illegible]														
	TOTAL LABOR HOURS														
	TOTAL COST														
	TOTAL LABOR HOURS														
	TOTAL LABOR COST														
	TOTAL REIMBURSABLES														
	TOTAL FEE														

Exhibit B - Page 2

City of Manhattan Beach
Department of Public Works

3621 Bell Avenue, Manhattan Beach, CA 90266
Phone: (310) 802-5313 FAX: (310) 802-5301 TDD: (310) 546-3501

HDR
APR 08 2016
RECEIVED

TRANSMITTAL

To: HDR Engineering
801 S. Grand Ave, Ste. 500
Irvine, CA 92602

Date: 4/7/2016

Project No.: Sepulveda Bridge

Telephone No.: Jennifer.Thoren@hdrinc.com

Attn: Atten: Jennifer Thoren

Fax No.:

Delivery: ☒ U.S. Mail ☐ Fed Ex/UPS ☐ Messenger ☐ Fax - # of Pages _____

Item(s) Amendment No. 2 to the Professional Services Agreement Between the City of Manhattan Beach and HDR Engineering, Inc. (2 original copies enclosed)

Remarks: Please sign both original copies.
Keep on (1) original set.
Mail one(1)original set back to City of Manhattan Beach along with this transmittal form in the enclosed return envelope.
Please email anishiyama@citymb.info to notify when the document is mailed.

Status: ☐ Checking ☐ Filing ☐ Approval ☐ Information ☒ Signature
☐ Other

Copies To:

Sincerely,

Ann Nishiyama (310) 802-5303
anishiyama@citymb. info

Visit the City of Manhattan Beach web site at www.citymb.info

AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HDR ENGINEERING, INC.

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of February 16, 2016 ("Effective Date").

RECITALS

A. On June 7, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide community relations and design professional services related to the Sepulveda Bridge Widening Project ("Original Agreement");

B. On or about January 6, 2015, the Parties entered into Amendment No. 1 to the Original Agreement under which City agreed to pay Consultant $493,091 for additional services. The Original Agreement, as amended by Amendment No. 1, is referred to herein as the Agreement;

C. On July 6, 2015, in response to a request from City for additional environmental and professional surveying services, Consultant submitted a proposal for a contract change order in the amount of $148,472. The City approved the contract change order; and

D. The Parties now desire to amend the Agreement so that Consultant can provide additional specified services to the City for additional compensation in the amount of $147,989, and for changes to plans and specifications.

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

Section 1. Section 2 of the Agreement is hereby amended to read:

"This Effective Date of this Agreement is June 5, 2012. This Agreement shall terminate on December 31, 2018, unless sooner terminated by the City as provided for herein."

Section 2. Section 4(a) of the Agreement is hereby amended to read:

(a) "City agrees to compensate Consultant, and Consultant agrees to accept in full satisfaction for the services required by this Agreement an amount not to exceed $2,264,001("Compensation"),as itemized as follows:

(1) Pursuant to Exhibit B, City shall pay Consultant $1,474,449 for the services provided pursuant to the Original Agreement.

(2) Pursuant to Amendment No. 1, City shall pay Consultant $493,091 for the additional services proposed in that certain letter dated December 11, 2014, attached hereto as Exhibit C.

(3) Pursuant to the July 2015 change order, City shall pay Consultant $148,472 for the additional services proposed in that certain letter dated July 6, 2015, attached hereto as Exhibit D.

(4) Pursuant to Amendment No. 2, City shall pay Consultant $147,989 for the additional services proposed in that certain letter dated December 31, 2015, attached hereto as Exhibit E.

The Compensation shall constitute reimbursement of Consultant's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable). In no event shall the Consultant be paid more than $2,264,001 during the term of this Agreement."

Section 3. Exhibits C, D and E shall be attached to the Original Agreement.

Section 4. Except as specifically amended by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

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

[signatures begin on next page]

CITY OF MANHATTAN BEACH

Mark Danaj, City Manager

ATTEST:

4-6-16

Liza Tamura, City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

Bruce Moe, Finance Director

Tony Olmos, Director of Public Works

HDR ENGINEERING, INC., a California corporation

By:

Its: Thomas T. Kim, Sr. Vice President

By:

Its: _____

12100-0001\1943749v1.doc

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors dated May 20, 2015, the following resolution was unanimously adopted:

> **"RESOLVED,** that effective as indicated, and until June 20, 2016, or until termination of said individual from the Corporation, or until recision by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts or releases so executed or approved shall be binding upon the Corporation:
>
> . . . Brent R. Felker – Executive Vice President . . .
> . . . Amy A. Gilleran – Senior Vice President . . .
> . . . Sharon M. Greene – Senior Vice President . . .
> . . . Thomas T. Kim – Senior Vice President . . .
> . . . David A. Ludwin – Senior Vice President . . .
> . . . Michael I. Schneider – Senior Vice President . . .
> . . . Randy N. Altshuler – Vice President . . .
> . . . Kip D. Field – Vice President . . .
> . . .Jonny B. Rohrer – Authorized Representative . . .

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED July 1, 2015.

(CORPORATE SEAL)

HDR ENGINEERING, INC. CORPORATE SEAL NEBRASKA CORPORATION

Bonnie J. Kudron

Bonnie J. Kudron, Asst. Secretary

EXHIBIT C

TO AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH
AND HDR ENGINEERING, INC.

December 11, 2014

Mr. Edward Kao
Senior Civil Engineer
City of Manhattan Beach
1400 Highland Avenue S. Main Street, 6th Floor
Manhattan Beach, CA 90266

Subject: Sepulveda Bridge Widening Project – Amendment 1

Dear Mr. Kao:

HDR is requesting additional compensation by means of a contract change order to complete work under contract for the Sepulveda Bridge Widening Project that is considered to be outside the original contract scope. The additional work involved and incurred reimbursable costs include the following items:

1. Additional Project Management
2. Design Changes due to changes in Caltrans policy, procedures, or direction
3. New SIM Traffic Analysis
4. Bridge Aesthetics and Rendering
5. Additional Drainage Design
6. New Advanced Planning Study (APS)
7. Design of Type 1 or 5 Retaining Wall on North End of The Project
8. Non-Standard Retaining Wall Design
9. New Seismic Retrofit Design
10. Soffit Lighting Design
11. Utility Design and Relocation

Below is a summary of the background and justification for additional compensation related to each of these items.

Item 1: Additional Project Management

The project schedule was extended due to the new and additional tasks required by Caltrans that were not part of the original scope of the project and are noted below (with approximate delay time):

- Changes in Design Criteria and changes to the Highway Design Manual (HDM) – 1 to 2 months. This resulted in revisions to sidewalk widths and curb ramp designs due to new requirements

- Change by Caltrans requiring a new Bridge Advanced Planning Study (APS) – 3 to 4 months. The original Project Report (prepared by Caltrans) included an approved APS. Consequently, a new APS was not anticipated. However, well into the project development, discussions arose about the bridge rating (decreases with age) and whether or not the bridge should be replaced. Initially, Caltrans wanted to investigate the possibility of replacing the bridge. However, the City would not

3230 El Camino Real, Suite 200, Irvine, CA 92602
T 714.730.2300 F 714.730.2301

move forward with funding the project due to the impacts it would have on the community with the temporary closure of Sepulveda Boulevard. Eventually, the team agreed and Caltrans withdrew the bridge replacement idea. Caltrans did require that a new APS be developed to evaluate 3 Alternatives (Traditional Widening, Cell Concrete, and Bridge Replacement) to make sure that we at least noted the bridge replacement was noted and turned down due to cost and overall community impacts

- Requirement by Caltrans to perform additional Traffic Studies (Fry's driveway) – 3 months. Currently, because of the bottleneck that exists in the northbound direction, as you come out of the bottleneck, the driveway to Fry's exists within an opening that allows traffic to "skew" in without significantly impacting/backing up traffic (from the traffic department who reviewed the traffic plans for the Mall at the same time). Caltrans, who was reviewing the traffic plans for the mall at the same time, was concerned that with the proposed widening, the opening would be removed and traffic would now back up. Caltrans requested that counts be taken and a study be prepared to evaluate the impacts at the driveway.

- Review of Design documents – 3 months. On multiple occasions the review periods from Caltrans have extended beyond the scheduled 20 working day review periods.

- Revisiting removing the shoulder after obtaining concurrence from Caltrans on the Supplemental Mandatory Fact Sheet requirements - 3 months. After several months of discussions/negotiations with Caltrans District and Headquarters, concurrence was reached on the elements to be included in the exception to mandatory standards fact sheet. At the time, Caltrans Headquarters Design Coordinator insisted that a shoulder, no matter how minimal, be provided for refuge on the bridge. At the same time, the City welcomed a new public works director who wanted to re-visit the concept of not providing a shoulder. The item was re-opened for discussion. Caltrans also welcomed a new Headquarters Design Coordinator who was more open to accepting the design exception of not providing a shoulder which was eventually granted after several submittals of the revised Exception to Mandatory Standards Fact Sheet

- Updating Fact Sheets due to Speed Limit Change (due to Speed Survey performed by Caltrans) – 2 to 3 months. The speed limit change was brought to our attention by the Caltrans Project Engineer, Shafiq Rahman. The Exception to Advisory and Mandatory Design Exception Fact Sheets were nearly approved when Caltrans informed the team that a speed survey had been conducted within the project limits and that the design exceptions previously approved on the original fact sheets were no longer valid and those exceptions would now have to be included in the supplemental fact sheets that were about to be approved.

- Existing asbuilts do not match existing drainage facilities, further studies were necessary – 3 months. Existing drainage system was plugged and required Caltrans's crew to clean and video tape them. The initial scope included replacing catch basin on the northeast end of the bridge to accommodate for the widening.

Further studies (including assistance from Caltrans in cleaning and video taping the drainage system) concluded that the northern drainage system was plugged and needed to be replaced. Studies on the south end revealed that the specified drainage system that handled a much bigger contributory area was also compromised. This system will also need to be replaced (**see attachment 3: contributory area map**).

- Type Selection Process – 1.5 months. The Type Selection Report was submitted to Caltrans on August 14, 2014 and the Type Selection Meeting was held on November 16, 2014. The comments on the proposed type selection (cellular concrete backfill alternative) required further information that extended the schedule significantly and had more impacts on the community. As a result, the team revised the proposed alternative to include a more traditional widening and retrofit alternative and re-submitted a revised general plan and estimate on November 12, 2014. Caltrans was accepting of the approach and a revised Type Selection Report was submitted on November 20, 2014. The team is anticipating conceptual approval and acceptance to move forward with 95% PS&E by December 5, 2014. Originally, it was anticipated that Type Selection approval would occur in September/October 2014.

- Caltrans Permit Process – ongoing. The permit process has been inconsistent. The original parent permit was processed efficiently. However, follow up extensions were denied. Re-applications of the parent permit took longer than the original. We are currently revising Hazardous Material Investigation (Phase 2 work) permit and Geotechnical boring permit applications.

The total number of months delayed (not including the permit process) is about 23 months. Please note that these are not consecutive or cumulative. As a result of these delays, additional meetings and coordination is needed. 242 hours for an approximate additional 16 months to the schedule, results in 15 hours per month for the Project Manager, the Assistant Engineer and the Project Coordinator. The total amount of additional budget requested to complete the additional work associated with Item 1 is $39,928.

Item 2: Design Changes Due to Changes in Caltrans Policy, Procedures, or Direction

New Caltrans policies, procedures and direction have impacted the design and schedule of the project. A memorandum related to DIB 82-05 was posted by Caltrans on October 1, 2013 and included numerous revisions on the ADA curb ramp design (also noted in the first bullet under item 1 above). Item evaluating and incorporating the updated criteria and standards into our current design was not in our original scope and fee for the project. The HDR team re-evaluated the new requirements and modified the ADA curb ramp geometric design to meet the new requirements. In addition, the HDR team was requested to evaluate additional existing curb ramps that were not included in the scope, and redesign the locations that did not meet the new requirements. These ramps include the northeast corner of 33rd Street and Sepulveda Blvd and the southwest corner of N. Valley Dr. and Sepulveda Blvd. These curb ramps alone will create at least 1 new sheet not anticipated in

the original scope. The curb ramp at N. Valley Dr. required additional survey to tie into the existing curb and gutter.

The revised Highway Design Manual (HDM) dated May 7, 2012 included new requirements that were applicable to this project and needed to be evaluated and addressed in the mandatory and advisory fact sheets including:

- Minimum sidewalk width
- Minimum shoulder width
- Minimum lane width

Other HDM requirements that affected the design of the project included:

- Minimum bridge sidewalk width
- Legal design vehicles and tracking/swept width lines.
    - Truck turning geometry was investigated to ensure compliance.
- Minimum pedestrian undercrossing height
    - Bridge design affected to ensure compliance with minimum height.

Because of these new requirements additional work would now be required on the west side of the bridge that was not anticipated (sidewalk widening).

The original fee for the supplemental fact sheets was $12,598.

The original scope of project stipulated supplemental Mandatory and Advisory fact sheets if needed since fact sheets were already approved in the previous phase of the project. As a result of the speed survey conducted by Caltrans, the HDR team re-evaluated the mandatory and advisory design exceptions that were already conceptually approved and revised the supplemental fact sheets, for the design exceptions previously approved in the original fact sheets. Additional meetings took place to finalize geometry and exception to design fact sheets.

The total amount of additional budget requested to complete the additional work associated with Item 4 is $14,613.

Item 3: New SIM Traffic Analysis

Caltrans has required the HDR team to conduct additional traffic studies at the NB driveway north of the bridge (also noted in the 3rd bullet under item 1 above). This additional study is to determine if the reduced shoulder width on Sepulveda Boulevard would cause queuing or accidents for the traffic turning into the driveway. The SIM Traffic Analysis was not part of the original scope of the project. HDR's traffic sub-consultant, Iteris, prepared a detailed scope of work and fee estimate to complete this additional analysis. This scope of work and fee estimate is included as an attachment to this letter.

The total amount of additional budget requested to complete the additional work associated with Item 3 is $13,095 which includes Iteris' fee of $12,455 and 3 HDR labor hours ($640) for coordination effort. $350 for traffic counts is noted under ODCs for Iteris.

Item 4: Bridge Aesthetics and Rendering

The City of Manhattan Beach requested the HDR team to prepare schematics and renderings for various aesthetics of the bridge widening to facilitate the section of a bridge alternative. These sketches and visual simulations were not part of the original scope.

The HDR team prepared 6 sketches of which City Council selected one aesthetic finish (cobblestone) which was used to prepare a more detailed and precise rendering. Initially, the renderings were to be scaled sketches with a softer feel to capture the feel of the new aesthetic treatment. Two sketches were provided, one on the eastside of the bridge looking westerly and the other of the alley area between the Neumann property and the proposed special design wall. After further discussions with the City, it was decided that these drawings should be visual simulations to best portray what the bridge and walls would actually look like. This included taking on-site photographs of the proposed rendering areas and creating virtual models superimposed on each photograph.

The additional budget requested to complete additional work associated with Item 4 is $10,004.

Item 5: Additional Drainage Design

The original scope of the project for the drainage design was defined for the new drainage systems to tie into the existing as well as relocation of the easterly catch basin just north of the bridge. HDR conducted field reviews and researched the existing drainage systems within the project limits with the City and Caltrans during the PA&ED phase, and discovered the following:

1. An existing broken non-standard drainage system on the south end of the project
2. An existing plugged drainage system on the north end of the project

In addition, Caltrans has also requested HDR evaluate and design an additional catch basin on the south end of the project. Current Caltrans maintenance video shows the existing systems have displacement sections and roots growing through the storm drains (also noted in the 7th bullet under Item 1) These ineffective systems require replacement and for a new drainage system to be designed.

The original fee for drainage design (PS&E) is $22,485 for an estimated 3 drainage sheets which would include a plan and profile, detail, and quantity sheet. The new fee would total $45,632 for a total of 6 sheets including:

- 1 layout and 1 profile sheet for drainage system running parallel adjacent to Sepulveda Blvd which connects to the existing systems.
- 1 layout and 1 profile sheet for drainage system running perpendicular to Sepulveda Blvd connecting the new systems to the outlet point.
- 1 detail sheet for drainage connections and specific elements.
- 1 drainage quantity sheet.

Project Item	Original	Amendment	% Increase
No. of sheets (total)	3	3	100%
Tributary area (ac.)	3.3	10.5	318%
Cost	$22,485	$23,147	122%

The total amount of additional budget requested to complete the additional work associated with Item 5 is $23,147.

Item 6: New Advanced Planning Study (APS)

An APS was approved in 2004 with cost estimates updated in 2006, during the previous phase of the project; therefore, the original scope of the project did not include a new or updated APS. Caltrans then requested the HDR team to revisit the APS and revise it to include 3 bridge design alternatives: buried arch, traditional widening, and replacement which included plans, estimates, and reports (also noted in 2nd bullet under item 1 above).

This additional scope would also include a Preliminary Foundation technical memorandum that will be used for Type Selection of the bridge.

The total amount of additional budget requested to complete the additional work associated with Item 6 is $74,971.

Item 7: Design of Type 1 or 5 Retaining Wall on North End of Project

The original scope of the project assumed the retaining wall just north of the bridge would be maintained in place. After discussions with Caltrans and the requirement to incorporate a bus pad just south of the Fry's driveway, it was determined that the removal of the existing wall is necessary. The existing wall will be replaced with a new type 1 or 5 retaining wall. The revised scope includes proposed design of the retaining wall, including plans, estimates, and specifications.

The total amount of additional budget requested to complete the additional work associated with Item 7 is $7,728.

Item 8: Non-Standard Retaining Wall Design

The original scope included a standard type 1 or 5 retaining wall per Caltrans Standards as noted in Exhibit A of the contract (assumption letter). After obtaining survey and right of way information, it was determined that the right of way footing easement and constructability issues caused by a type 1 or 5 wall dictate the need for a special designed wall because:

- The required height of the wall precludes the standard type 5 wall from being used and the proximity of the standard type 1 wall footing to the adjacent building puts the foundations of the building at risk.
- A standard type 1 wall requires separate shoring to construct the wall requiring additional cost and time. The proposed soldier pile special designed wall can serve as the shoring as well as the permanent wall.

- If the property owner is not in agreement with the footing easement and/or compensation, the property would undergo condemnation and extend the schedule

In summary, the reasons for using a special designed soldier pile wall include:

- To minimize impacts to traffic and property right of way.
- A solider pile wall does not require large excavation.
- Soldier pile wall can be built on right of way line.
- Soldier pile wall is fast to construct minimizing impacts to traffic.
- Soldier pile wall accommodates future utilities along shoulder since width of wall is small and there is no footing.

A Type 1 Standard Wall would require:

- A footing up to 13 ft. wide.
- A large excavation next to traffic.
- Extensive shoring to allow installation of footing next to traffic.
- A footing easement because face of wall cannot be set back (towards traffic) anymore
- Time that excavation is open is dependent on concrete curing before retaining wall can be built on footing.
- Once retaining wall is built and has cured full height backfill will be required behind retaining wall.
- Retaining wall will take longer to build than a soldier pile wall.
- Longer traffic impacts.

HDR is proposing the special design wall to be a soldier pile design. The revised scope includes Bridge Side Data Submittal (BSDS) and type selection report within the required documents for the bridge.

The total amount of additional budget requested to complete the additional work associated with Item 8 is $121,438

Item 9: New Seismic Retrofit Design

The seismic retrofit design of the existing bridge was not included in the original scope of the project. The seismic retrofit design strategy could only be determined after the full evaluation of the bridge and after the bridge type is selected. The retrofit design is consistent with what is recommended in the revised Type Selection Report which addresses Caltrans comments from the Type Selection Meeting held on October 16, 2014. The existing structure will be strengthened using cast-in-place concrete shear walls that will be designed to resist seismic loading.

The City wants an aesthetically pleasing fascia wall placed under each edge of deck on both sides of the existing bridge parallel to traffic. This wall will improve the safety of the area by preventing transients from residing under the bridge. To maximize the use of

materials on the project it has been determined that this fascia could also be used to resist seismic forces. The wall would need to be approximately 24 inch thick and would be anchored to bent walls. To allow bridge to deflect between bents, polystyrene would be placed between the new slab soffit and top of fascia/seismic wall to allow deck to deflect along with existing bridge. There would be lateral restraint at top of wall through use of shear keys located on both sides of wall. The fascia wall would be supported by footing supported on 16 inch diameter piles.

At bents 3 and 4 the existing crash walls would be extended up to the underside of the bent cap creating two transverse shear walls. These shear walls would work with the abutments to resist transverse seismic loading. Footings at crash walls would be extended out to increase overturning capacity if required. Piles will be placed at both ends of bents as part of the new bents that will support the slab widening.

The concrete arch, along with its footings, and the soldier pile wall will be designed based on AASHTO LRFD Bridge Design Specifications – 5th Edition and the California amendments. The design will incorporate the September 28, 2010 updates that include earth retaining systems and underground structures. The Seismic Design Criteria V1.7 will be the governing specification for the seismic design of structures. The total amount of additional budget requested to complete the additional work associated with Item 9 is $155,671.

Item 10: Soffit Lighting Design

The soffit lighting for the bridge was not included in the original scope of work because a bridge alternative had not been selected. Iteris will prepare the plans for the installation of new soffit lighting for the new Sepulveda Bridge. Proposed soffit lighting facilities will conform to the requirements of Caltrans and the City of Manhattan Beach. The plan will be designed per California Department of Transportation (Caltrans) standards and specifications. The plan will include all notes and details for the construction of a complete soffit lighting system with new luminaires, conduits, conductors, and pull boxes. The design plans will be submitted for review at the 90% and 100% progress level for Caltrans and City review and comments. The 100% plans will be submitted as signed and sealed mylars suitable to be included into a bid package for a contractor. A total of two (2) sheets will be prepared showing the complete design of the soffit lighting at a scale of 1"=20' and wiring diagram & details on second sheet.

Iteris will prepare technical specifications as special provisions in conformance with APWA "Green Book", and Caltrans Standard Specifications format and provide required permits and reference material as part of the City's standard contract documents. Iteris will verify unit prices at the time of plan approval; provide cost estimates and a revised cost estimate with 90% and 100% plan check submittal.

The total amount of additional budget requested to complete the additional work associated with Item 10 is $7,924. This scope of work and fee estimate is included as an attachment to this letter.

Item 11: Utility Design and Relocation

The original intent of the proposed project was to widen easterly and only replace the railing on the westerly side of the bridge; therefore, the original scope of the project did not include the relocation of the existing gas line or water line on the west side of the bridge. The location of the gas line was not clearly defined and the preliminary assessment on the water line was that it could be protected in place. During the preliminary geometric design process, Caltrans requested the design to include a standard sidewalk width (6ft wide versus the exiting 4ft) per the revised HDM. The existing water lines are currently located under the existing sidewalk on the west side of the bridge and would consequently need to be temporarily relocated.

The design for permanent or temporary relocation would include 9 sheets and 7 specifications, including site plans, profiles, details, and general sheets. The 6" gas line is approximately 15' deep according to the SCG and will be moved west, out of conflict with the Manhattan Overhead Bridge. It is assumed that the gas line is buried underground near the west bridge drip-line (to be confirmed by potholing). The telecommunication line will be shifted east and replaced in an equivalent area near the new northbound sidewalk. The 10" water line is located under the west sidewalk hanging under the bridge with steel supports. The water line needs to be temporarily relocated for the construction of the new bridge elements and it is anticipated that the construction period related to the relocation will be 2-3 months. It is assumed that the water line can be relocated along the southbound bridge railing while the bridge construction is taking place. It is also assumed that the City's water division approves of this temporary location and it's accessibility from the bridge sidewalk is not a hazard. The cost of design for this temporary bypass is comparable to a permanent relocation because the elements of the bypass require a full design to provide the standards and requirements related to the City's water division. Any potential cost savings from material cost would be negligible as the cost for the pipe supports may go up from using HDPE pipes instead of steel or PVC. Other elements such as flexible joints and fittings, pressure testing, disinfection and testing will be comparable.

Project Item	Original	Amendment	% Increase
No. of sheets (total)	3	9	200%
Number of Utilities (total)	1	3	200%
Cost	$43,903	$22,432	51%

Approximately $13,000 of the original budget has been spent on utility research and coordination.

The total amount of additional budget requested to complete the additional work associated with Item 11 is $22,432. Please note that the cost associated with these relocations is dependent on the current bridge alternative.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Any excessive delays to the project schedule due to new design criteria, or any additional scope to the project that would affect the project management after this amendment is approved are not covered in this amendment.

2. New Caltrans or regulatory agency requirements and protocols (not originally covered in the scope) could affect scope and fee. If new requirements and protocols are required, it is assumed that the City and HDR will come to a reasonable agreement as to the scope and fee for the additional *effort.*

3. Should the project team uncover additional drainage systems, additional drainage requirements, or the drainage alternative is required to change based on any new agency regulations or unforeseen condition, it is assumed that the City and HDR will come to a reasonable agreements as to the scope and fee for the additional *effort.*

4. We are assuming a standard type 5 Wall for retaining wall 212 and no other existing walls north of the bridge are impacted.

5. The proposed seismic retrofit of the bridge is consistent with the recommendation from the approved Type Selection Report.

6. The soffit lighting design in this amendment applies only to lighting the "tunnel" portion of the bridge for pedestrian use. Any additional requirements for the design of bridge lighting or direction from an agency to change the lighting will be considered out of scope.

7. The utility design covered in this amendment covers the 3 impacted lines currently known by the project team. Any other utility lines discovered by the project team or any new regulations or requirements affecting the utility design will be considered out of scope. This amendment also assumes that the Southern California Gas (SCG) line along the west end of the bridge will be designed and relocated (if necessary) by SCG.

8. Please note that as noted in our assumptions letter dated May 15, 2012, the ISA Phase 1 would determine if Phase 2 work is needed. The approved ISA notes that Phase 2 work will be necessary. This work is currently being evaluated and the scope and fee is not determined yet. As soon as the work plan has been defined and determined, we will submit a request for an amendment for the ISA Phase 2 work.

9. The need for a culvert assessment report may be needed in the future and is not included in this amendment request.

10. The need for additional construction support for any elements not included in the original scope of work is not discussed or included in this amendment.

Summary

The following table provides a summary of the additional hourly and reimbursable costs identified above:

Work Item	Description	Project Phase	Requested Cost
Item 1	Additional Project Management	PA&ED/PS&E	$ 39,928
Item 2	Design Changes due to changes in Caltrans policy, procedures and direction	PA&ED/PS&E	$ 14,613
Item 3	New SIM Traffic Analysis	PA&ED	$ 13,095
Item 4	Bridge Aesthetics and Rendering	PA&ED/PS&E	$ 10,004
Item 5	Additional Drainage Design	PS&E	$ 23,147
Item 6	New Advanced Planning Study	PA&ED	$ 74,971
Item 7	Design of Type 1 or 5 retaining wall on North end of the Project	PS&E	$ 7,728
Item 8	Non-Standard Retaining Wall Design	PS&E	$ 121,438
Item 9	New Seismic Retrofit Design	PS&E	$ 155,671
Item 10	Soffit Lighting Design	PS&E	$ 7,924
Item 11	Utility Design and Relocation	PS&E	$ 22,432
ODCs	Mileage, printing, mailing, traffic counts	PA&ED/PS&E	$ 2,140
Total			**$ 493,091**

The attached fee proposal provides detailed breakdown of each of these costs by consultant, indicating the estimated number of hours and associated hourly fee by staff category for each work item.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this project. Please don't hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in detail.

Sincerely,

HDR ENGINEERING, INC.

Camilo Rocha, PE
Project Manager

Thomas T. Kim, PE
Senior Vice President

CC: File

Attachment 1: Fee Proposal
Attachment 2: Tributary Area Map
Attachment 3: Iteris Scope and Fee for Traffic Analysis
Attachment 4: Iteris Scope and Fee for Soffit Lighting

Exhibit A - Page 12

LEGEND:

EXISTING DRAINAGE

PROPOSED DRAINAGE

PROPOSED DRAINAGE

SCALE: 1" = 80'

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

CONSULTANT FUNCTIONAL SUPERVISOR

CALCULATED-DESIGNED BY

CHECKED BY

REVISED BY

DATE REVISED

BORDER LAST REVISED 7/2/2010

USERNAME => user
DGN FILE => c:\pwworking\aoc\d0543077\Proposed Drainage Exhibit_80 Scale.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

ITERIS Innovation for better mobility

January 17, 2013

Camilo Rocha
HDR Inc.
Highway/Roadway Section Manager
3230 El Camino Real, Suite 200
Irvine, CA 92706

RE: Sepulveda Bridge Widening Project - Proposal for Synchro/SimTraffic Analysis

Dear Mr. Rocha,

Per your request, Iteris is pleased to submit this brief scope and fee estimate for traffic engineering services for the preparation of a traffic operations analysis for the northbound segment of Sepulveda Boulevard between 33rd Street and Rosecrans Avenue.

PROJECT UNDERSTANDING

We understand that City of Manhattan Beach/Caltrans would like to better understand the operations on northbound Sepulveda Boulevard with the widening of the bridge, as part of the project. The area of particular concern is the driveway just south of the intersection of Sepulveda Boulevard and Rosecrans Avenue. One of the approaches to understanding the operations is through a simulation model using Synchro/SimTraffic. Iteris proposes to build this simulation model and present the results of the analysis in a technical memorandum.

SCOPE OF SERVICES

DATA COLLECTION

Iteris suggests that SimTraffic analysis along the Sepulveda Boulevard include the following four intersections:

- Sepulveda Boulevard and Rosecrans Avenue (signalized)
- Sepulveda Boulevard and Driveway (unsignalized)
- Sepulveda Boulevard and Valley Drive (unsignalized)
- Sepulveda Boulevard and 33rd Street (signalized)

Three of the intersections were part of the Sepulveda Bridge Widening Traffic Study. For the purposes of this scope of work, it is assumed that new a.m. and p.m. peak hour counts would be collected only at the Sepulveda Boulevard and Driveway intersection.

HDR will provide Iteris with the future proposed alternative configuration along the corridor. In addition, the City will provide Iteris with all signal timing sheets for the two signalized intersections.

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SYNCHRO/SIMTRAFFIC ANALYSIS

Iteris will only evaluate future (year 2035) with project traffic conditions at the Sepulveda Boulevard corridor, using the SimTraffic software. SimTraffic is a microsimulation and traffic animation software developed by Trafficware. In SimTraffic, individual vehicles are modeled and displayed in the network. Iteris will create a SimTraffic model of Sepulveda Corridor between Rosecrans Avenue and 33rd Street. The analysis will be conducted for both a.m. and p.m. peak hours.

MEETINGS AND DELIVERABLES

Iteris will submit a technical memorandum with the analysis results. The memorandum will include LOS analysis for all the study intersections and queuing analysis for Sepulveda Boulevard in the northbound direction. In addition, Iteris will also present the SimTraffic simulation to the City/Caltrans staff.

Iteris staff will attend one meeting with City/Caltrans staff, to present and discuss the results of the SimTraffic analysis.

COST ESTIMATE AND TERMS

Iteris proposes to complete the tasks identified in the Scope of Work for a not-to-exceed fee of **$12,455**. The fee amount is based upon the work scope presented above and includes the cost of related technical, administrative services, and the cost for obtaining new traffic count data (**$350**).

Should the work not be authorized in thirty (30) days, or should changes occur in the work scope or level of effort; or should the completion date extend beyond the schedule stated above due to circumstances beyond Iteris' control, we reserve the right to revise the work scope, budget and schedule to reflect current conditions. Such revisions will be effected through mutually agreed upon amendments or modifications to this agreement.

If the above terms are acceptable, please provide an authorization to start the project. If you have any questions or need additional information, please do not hesitate to call me at (213) 488-0345.

Sincerely,

Iteris, Inc.

Michael P. Meyer
Vice President

ITERIS® Innovation for better mobility

December 4, 2014

Mr. Camilo Rocha, PE
HDR
3230 El Camino Real, Suite 200
Irvine, CA 92602
714-730-2339

RE: Engineering Design Proposal for Soffit Lighting for Sepulveda Bridge – Addendum #1

Dear Mr. Rocha,

Iteris, Inc., is pleased to present this proposal to HDR to provide engineering design services for soffit lighting for the Sepulveda Bridge.

SCOPE OF WORK

The scope of work include installation of soffit lighting under the new Sepulveda Bridge and specific tasks required to complete the project are as follows:

Task 1 – Data Collection

This task will consist of information gathering and program definition and Iteris will research current conditions through data gathering and review of existing site improvement plans, as-built record drawings, existing wet and dry utility plans etc.

Task 2 – Field Investigation

Iteris will conduct a field investigation to verify all existing features on the plans and to identify all the relevant features. The field review will include work necessary to inspect the project site with respect to needs for preparing the engineering plans. Existing physical street improvements, utilities and obstructions (both underground and overhead), signing and striping and other relevant items would be located in the field with sufficient precision to be shown accurately on the traffic plans. All information obtained from records would be verified in the field in conjunction with this review. All information obtained between Tasks 1 and 2 will be used to create the base plan for this project.

Task 3 – Improvement Plans

Iteris will prepare the plans for the installation of new soffit lighting for the new Sepulveda Bridge. Proposed soffit lighting facilities will conform to the requirements of Caltrans and the City of Manhattan Beach. The plan will be designed per California Department of Transportation (Caltrans) standards and specifications. The plan will include all notes and details for the construction of a complete soffit lighting system with new luminaires, conduits, conductors, and pull boxes. The design plans will be submitted for review at the 90% and 100% progress level for Caltrans and City review and comments. The 100% plans will be submitted as signed and sealed Mylars suitable to be included into a bid package for a contractor. A total of two (2) sheets will be prepared showing the complete design of the soffit lighting at a scale of 1"=20' and wiring diagram & details on second sheet.

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Task 4 – Specifications, Quantities and Cost Estimates

Iteris will prepare technical specifications as special provisions in conformance with APWA "Green Book", and Caltrans Standard Specifications format and provide required permits and reference material as part of the City's standard contract documents. We will verify unit prices at the time of plan approval; provide cost estimates and a revised cost estimate with 90% and 100% plan check submittal.

FEE ESTIMATE AND TERMS

Iteris' fee to provide the service based upon the work scope is summarized in the table below. This fee includes the cost of all related technical and administrative services:

Task	Description	Iteris Staff			HOURS	Cost
		Bernard Li	Paul Frislie	Naree Kim		
	FY2014 Rate	$ 249.74	$ 144.53	$ 120.43		
1	Data Collection			4	4	$ 481.72
2	Field Investigation		2	6	8	$ 1,011.64
3	Improvement Plans	2	4	40	46	$ 5,894.80
4	Specification and Estimates		1	2	3	$ 385.39
	Total Labor	2	7	52	61	$ 7,773.55
					ODC's	$ 150.00
					TOTAL:	$ 7,923.55

Progress payments shall be made monthly for that percentage of work completed, and in full upon completion of our work.

Thank you very much for the opportunity to submit this proposal. Please feel free to call me at 949-270-9633 should you have any questions.

Sincerely,
Iteris, Inc.

Bernard

Bernard K. Li, PE, PTOE
Associate Vice President
Transportation Systems

City of Manhattan Beach

Sepulveda Avenue Bridge Widening

Supplemental PA/ED and PS&E

HDR Inc. Fee Proposal

HDR	Hourly Rate	$ 239.21	$ 279.81	$ 232.62	$ 204.98	$ 243.77	$ 199.33	$ 217.49	$ 187.80	$ 94.39	$ 185.46	$ 121.73	$ 139.21	$ 100.77	$ 93.48	$ 200.30	$ 277.16	$ 194.74	$ 184.81	$ 134.81	$ 113.42	$ 74.08	$ 52.88			Reimbursable Costs						Subconsultants					
Task	Description	PIC (Tom Wise)	Project Manager (Patrick Rhodes)	Senior Manager (Mark Hogan)	Lead Senior Structure Engineer (Eric Johnson)	Sr. Senior Structure Engineer (Mark Prendiford)	Senior Structure Engineer (Jessica Cline)	Senior Project Engineer (Lee Nguyen)	Senior Structure Engineer (Jack Chang)	Senior Structure Engineer (Kevin Hunsaker)	Structure Engineer (Jack Tran)	Utility Engineer (Brian Wade)	Transport Engineer (Alexander Kaufman)	Structure Designer (Carlo Bautista)	Lead Drafter (Steven Rodriguez)	Right of Way	R/W Coordinator (Jim Sullivan)	Architecture (Michelle Wu)	Project Engineer (Paul Dunnell)	CADD II (Brian Milne)	CADD I (Patricia Hernandez)	Structural CADD (Rachel Chen)	Admin I (Lorraine Lomelino)	TOTAL LABOR HOURS	TOTAL DOLLARS	Mileage	Postage	Reproduction	Site Reports and NRF Applicable	Photographer	Publishing	Bear Transmon	Gate Environmental	HMA	Sasaki	LCO	TOTAL CI
A	Phase 1 - Preliminary Engineering																																					
																							1	1	$ -													
	SIM Traffic Analysis		2																					2	$ 648										$ 12,455			$ -
																								73	$ 10,094													$ -
	Bridge aesthetics		8												10			12	43					73	$													$ -
	TOTAL LABOR HOURS	0	10	0	0	0	0	0.00	0	0	0	0	0	0	10.00	0	0	12	43	0	0	0	1	86													
	TOTAL DOLLARS	$ -	$ 2,798	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 935	$ -	$ -	$ 2,337	$ 7,947	$ -	$ -	$ -	$ 52		$ 10,084	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,455	$ -	$ -	
B	Phase 2 - Advance Planning Study (APS)																																					
	Plans																							0	$													
	General Plans (Three Alternatives, Three Sheets)		0		29		140				140											78		244	$ 25,074							$ 2,798						$ -
	Engineer Estimates																							0	$													$ -
	Quality Calculations (Three Alternatives)				18		58				140													216	$ 22,757													$ -
	Report																							0	$													$ -
	Draft APS Report		4		45	18	29																	82	$ 15,796			$ 50										$ -
	Incorporate Caltrans Comments		4			18	16								1									39	$ 5,156													$ -
	Final APS Report		4				16																	21	$ 2,814													$ -
																								0	$													
	New Type 1 or 5 Retaining Wall on north end of project																							0	$													$ -
																								0	$													
	TOTAL LABOR HOURS	0	16	0	92	36	259	0	0	140	0	0	0	0	1	0	0			0	0	78	0	603														
	TOTAL DOLLARS	$ -	$ 4,478	$ -	$ 18,858	$ 8,906	$ 51,603	$ -	$ -	$ 13,213	$ -	$ -	$ -	$ -	$ 93	$ -	$ -			$ -	$ -	$ 5,778	$ -		$ 76,181	$ -	$ -	$ 50	$ -	$ -	$ -	$ 2,798	$ -	$ -	$ -	$ -	$ -	$ -
C	Phase 3 - Bid & Construction Phase Support																																					
																								0	$													$ -
	TOTAL LABOR HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0														
	TOTAL DOLLARS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL LABOR HOURS	0	26	0	92	36	259	0	0	140	0	0	0	0	11	0	0			0	0	78	1	689														
	TOTAL LABOR DOLLARS	$ -	$ 7,207	$ -	$ 18,135	$ 8,426	$ 51,603	$ -	$ -	$ 13,213	$ -	$ -	$ -	$ -	$ 1,028	$ -	$ -			$ -	$ -	$ 5,818	$ 52		$ 82,033										$ 12,415	$ -	$ -	$ 9
	TOTAL REIMBURSABLES																								$ 50	$ -	$ -	$ 50	$ -	$ -	$ -				$ 9150.00			$
	TOTAL FEE																															$2,798	$0.00	$0.00	$ 12,865	$ -	$ -	$ 9

12/16/2014

HERS	Hourly Rate	$ 334.29	$ 291.70	$ 270.64	$ 212.07	$ 249.38	$ 192.84	$ 222.92	$ 191.75	$ 94.74	$ 194.19	$ 124.79	$ 143.31	$ 183.29	$ 91.21	$ 265.68	$ 264.89	$ 189.21	$ 187.31	$ 139.84	$ 114.25	$ 78.46	$ 94.13			Reimbursable Costs							Subconsultants					
Task	Description	PE (Ben Blair)	Project Manager (Justin Rachel)	Utility Manager (Mark Hagen)	Lead Senior Transportation Engineer (Eric Johnson)	PE Senior Structural Engineer (Jeffrey Lawrence)	Senior Structural Engineer (Jason Chen)	Senior Roadway Engineer (Jim Nguyen)	Cost Manager (Jason Cornish)	Senior Structure Engineer (Jennifer Hamilton)	Roadway Engineer (Jack Young)	Utility Engineer (Ben Blair)	Drainage Engineer (Jennifer Hamilton)	Structure Designer (Jack Young)	Civil Designer (Jorge Ramirez)	Right Of Way	GIS Facilitator (Jack Young)	Architecture (Michelle Wan)	Project Designer (Jorge Ramirez)	CADD II (Ben Blair)	CADD I (Patrick Hernandez)	Structural CADD (Michel Zuest)	Admin I (Jessica Lawrence)	TOTAL LABOR HOURS	TOTAL DOLLARS	Mileage	Postage	Reproduction	Site Reports and Map Appendices	Photographer	Publishing	Bear Tavernner	GPS Environmental	Mark	Jones	CI	TOTAL COST
	Project Management																																						
	Project Initiation Documents																							0	$ -														
	Project Management Plan																							0	$ -														$ -
	Project Quality Control and Assurance Plan																							0	$ -														$ -
	Coordination and Meetings																							0	$ -														$ -
	Quarterly City Meetings																							0	$ -														$ -
	Monthly Caltrans PDT Meetings																							0	$ -														$ -
	Additional Meetings and Coordination		12												67								63	242	$ 29,926	$ 1,680		$ 56											$ 29,926
	Administration																							0	$ -														$ -
	Project Scheduling																							0	$ -														$ -
	Document Control																							0	$ -														$ -
	Progress Reports and Invoices																							0	$ -														$ -
	TOTAL LABOR HOURS	0	60	0	0	0	0	0	0	0	0	0	0	0	67	0	0			0	0	0	63	242															
	TOTAL DOLLARS	$ -	$ 36,382	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,336	$ -	$ -			$ -	$ -	$ -	$ 5,931		$ 29,926	$ 1,680	$ -	$ 56	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 29,926
A	**Phase 1 - Preliminary Engineering**																																						
	Chapter 7 - Traffic Safety Systems Fact Sheets																																						
	Meeting and Coordination/Review Process																							0	$ -														$ -
	CAVOC																							0	$ -														$ -
	Additional Guidelines on Curb Ramp Scoping and Design																							0	$ -														$ -
	Meeting and Coordination/Review Process		2					8							6								2	18	$ 3,096	$ 45		$ 18											$ 3,096
	Fortlette Site Visit		2					4							4									10	$ 1,847	$ 45		$ 18											$ 1,847
	Prepare Curb Ramp design per DBI 82-4							4							40					24			2	70	$ 6,951													$ 6,951
	CAVOC		2					4																6	$ 1,443														$ 1,443
	Additional advisory and mandatory design exception fact sheet work																								$ -														$ -
																								0	$ -														$ -
																								0	$ -														$ -
																								0	$ -														$ -
	Additional effort in drainage design																							0	$ -														$ -
	Research as built in County of LA and Caltrans												7											7	$ 1,603	$ 16													$ 1,667
	Field meeting with the City's maintenance												7											7	$ 1,603	$ 16													$ 1,667
	Lead meetings with the Caltrans maintenance 2 meetings												16											16	$ 2,293	$ 131													$ 2,293
	Hydrology and hydraulic study, area south of 33rd street		2										25								15			57	$ 5,317			$ 56											$ 5,317
	FSAE drainage plans, profiles, cross sections drainage improvements north of 33rd street		2										56								17			77	$ 9,713			$ 38											$ 9,713
	CAVOC			16																				16	$ 2,616														$ 2,616
																								0	$ -														$ -
	TOTAL LABOR HOURS	0	10	16	0	0	0	20.00	0	0	0	0	109	0	50.00	0	0	0	0	24	27	0	4	250															
	TOTAL DOLLARS	$ -	$ 2,918	$ 3,016	$ -	$ -	$ -	$ 4,458	$ -	$ -	$ -	$ -	$ 15,687	$ -	$ 4,561	$ -	$ -	$ -	$ -	$ 3,113	$ 3,139	$ -	$ 337		$ 37,761	$ 160	$ -	$ 150	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,761
B	**Phase 2 - Advance Planning Study (APS)**																																						
																								0	$ -														$ -
	New Type 1 or 5 Retaining Wall on north end of project		2												42					22				67	$ 7,728														$ 7,728
																								0	$ -														$ -
	Non-Standard Retaining Wall																							0	$ -							$ 16,378							$ 16,378
	Type Selection Submittal				24	4	48				48											36		124	$ 15,518														$ 15,518
	Type Selection Meeting				8	4	24				20											14		68	$ 7,758														$ 7,758
	Unofficial Limits				56	8	76				60											148		348	$ 38,245														$ 38,245
	Initial PSAE				36	8	78				60											88		252	$ 28,254														$ 28,254
	Intermediate PSAE				2	2	18				20											20		64	$ 5,410														$ 5,410
	Final PSAE				4	8	20				20											20		72	$ 7,808														$ 7,808
																								0	$ -														$ -
	Seismic Retrofit																							0	$ -														$ -
	Seismic Retrofit Strategy Submittal				60	8	68				48											72		256	$ 37,856														$ 37,856
	Seismic Retrofit Strategy Meeting				8	4	48				28											16		108	$ 15,135														$ 15,135
	Unofficial Bridge Limits				80	16	107				100											296		599	$ 56,861														$ 56,861
	Initial Bridge PSAE				60	4	125				100											72		361	$ 41,891														$ 41,891
	Intermediate Bridge PSAE				4	2	23				20											32		81	$ 7,780														$ 7,780
	Final PSAE				8	4	20				16											32		80	$ 8,747														$ 8,747
																								0	$ -														$ -
	Phase 2 Environmental Services		8																					8	$ -														$ -
																								0	$ -														$ -
	Solitt Lighting for the Bridge		8																					8	$ -											$ 7,924			$ 7,924
																								0	$ -														$ -
	Utility Design and Relocation (Water, Gas, Telecomm.)																							0	$ -														$ -
	Data collection and Analysis		2										7		13									11	$ 2,661														$ 2,661
	Meetings		2										6		4								6	18	$ 2,296														$ 2,296
	Design			8									12		24					40				84	$ 11,228														$ 11,228
	Specialists		2	8									8		8								16	40	$ 5,347														$ 5,347
	Engineering Services during Construction		2										2		8									12	$ 1,588														$ 1,588
																								0	$ -														$ -
	TOTAL LABOR HOURS	0	18	16	320	60	360	0	0	320	0	0	0	0	1100	0	0			80	0	704	0	2478															
	TOTAL DOLLARS	$ -	$ 5,248	$ 4,333	$ 67,862	$ 15,023	$ 69,478	$ -	$ -	$ 54,765	$ -	$ 4,494	$ -	$ -	$ 100,361	$ -	$ -	$ -	$ -	$ 8,309	$ -	$ 55,245	$ 1,681		$ 388,382	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,378	$ -	$ -	$ 7,924	$ -	$ -	$ 31,102
C	**Phase 3 - Bid & Construction Phase Support**																																						
																								0	$ -														$ -
	TOTAL LABOR HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0																
	TOTAL DOLLARS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -			$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL LABOR HOURS	0	11	32	320	60	360	20	0	320	0	0	109	100	0	0	0			104	27	704	64	3010															
	TOTAL LABOR DOLLARS	$ -	$ 32,087	$ 7,657	$ 67,862	$ 15,023	$ 69,478	$ 4,458	$ -	$ 54,765	$ -	$ 3,494	$ 15,687	$ -	$ 22,786	$ -	$ -	$ -		$ 11,871	$ 3,139	$ 55,245	$ 7,469		$ 388,382											$ -	$ -	$ -	$ 362,063
	TOTAL REIMBURSABLES																								$ 1,840	$ 1,440	$ -	$ 150	$ -	$ -	$ -	$ -				$ 150.00			$ 1,740
	TOTAL FEE																															$16,378	$0.00	$0.00	$ 150	$ -			$ 364,823

EXHIBIT D

TO AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH
AND HDR ENGINEERING, INC.

July 6, 2015

Mr. Joe Parco
City Engineer
City of Manhattan Beach
1400 Highland Avenue S. Main Street, 6th Floor
Manhattan Beach, CA 90266

Subject: Sepulveda Bridge Widening Project – Amendment 2

Dear Mr. Parco:

HDR is requesting additional compensation by means of a contract change order to complete work for the Sepulveda Bridge Widening Project. The City has requested additional environmental and professional surveying services totaling $148,472 that are considered to be outside the contract scope of work. The additional work will involve the following tasks:

Task	Description	Amount
1	Professional Surveying Services – Preparation of Plats & Legal Descriptions for 3500 Sepulveda Blvd.	$12,000
2	Professional Surveying Services – Preparation of Plats & Legal Descriptions for RREEF America	$10,000
3	Professional Surveying Services – Preparation of Plats & Legal Descriptions for Chevron USA	$2,000
4	Professional Services to prepare three Phase I Initial Site Assessment Reports for properties identified under Tasks 1, 2 & 3, above	$24,733
5	Phase II Environmental Services – Soil Sampling & Subsurface exploration	$24,957
6	Phase II Environmental Services – Laboratory Testing of soil samples obtained under Task 5, sampling and testing for Lead-based paint (LBP) and Asbestos Containing Materials (ACM), and analysis and reporting	$60,782
7	Professional Surveying Services – Optional, as-needed services	$14,000
	Total	**$148,472**

Background and Justification - Surveying

The original scope of work anticipated a total of four (4) permanent easements and four (4) Temporary Construction Easements (TCEs) for budgeting purposes. The Project is now approaching 95% design and is at a position to finalize the right-of-way requirements based on ongoing coordination with Caltrans and negotiations by the City with the adjacent property owners affected by the Project. The aforementioned budget for the four permanent easements and TCEs originally anticipated was utilized to perform additional ground surveys to support the drainage design alternatives analysis requested by the City. Project right-of-way mapping requirements now

dictate the preparation of 12 additional Plats and Legal Descriptions as summarized under Tasks 1 through 3 below.

Task 1: Preparation of Legal Descriptions and Plats - 3500 Sepulveda Blvd.

Table 1 (below) provides a summary of the easement requirements included in this amendment for 3500 Sepulveda Blvd. The total amount of additional budget requested to complete the work associated with Task 1 is $12,000 The attached fee proposal provides a detailed breakdown of Guida Surveying's costs, indicating the estimated number of hours and associated hourly fee by staff category for each work item

Table 1 - Summary of Easement Requirements – 3500 Sepulveda Blvd.

Parcel Number	Owner	Type of Parcel	Plats & Legals
002-01	3500 Sepulveda LLC	Permanent Highway Easement	1
002-02	3500 Sepulveda LLC	Permanent Highway Easement	1
002-03	3500 Sepulveda LLC	Maintenance/Footing Easements	2
002-04	3500 Sepulveda LLC	Temporary Construction Easements	2
			6

Task 2: Preparation of Legal Descriptions and Plats – RREEF America

Table 2 (below) provides a summary of the easement requirements included in this Amendment for RREEF America The total amount of additional budget requested to complete the work associated with Task 2 is $10,000. The attached fee proposal provides a detailed breakdown of Guida Surveying's costs, indicating the estimated number of hours and associated hourly fee by staff category for each work item

Table 2 - Summary of Easement Requirements – RREEF America

Parcel Number	Owner	Type of Parcel	Plats & Legals
001-01	RREEF America	Permanent Highway Easement	1
001-02	RREEF America	Permanent Highway Easement	1
001-03	RREEF America	Permanent Highway Easement	1
001-04	RREEF America	Permanent Highway Easement	1
001-05	RREEF America	Permanent Highway Easement	1
			5

Task 3: Preparation of Legal Descriptions and Plats – Chevron USA

Table 3 (below) provides a summary of the easement requirements included in this Amendment for Chevron USA. The total amount of additional budget requested to complete the work associated with Task 3 is $2,000. The attached fee proposal provides a detailed breakdown of Guida Surveying's costs, indicating the estimated number of hours and associated hourly fee by staff category for each work item.

Table 3 - Summary of Easement Requirements – Chevron USA

Parcel	Owner	Type of Parcel	Plats &
003-01	Chevron USA Inc.	Permanent Highway Easement	1
			1

Task 4: Professional Services to prepare a Phase I Initial Site Assessment Report

Additional environmental investigations are required for the Project. Caltrans requires the preparation of an environmental Phase I Initial Site Assessment (ISA) prior to dedication of parcels to Caltrans by the City. Our scope to-date includes preparing one Phase I ISA for the Project, which was previously completed for the corridor. Per our recent meetings with the City and Caltrans, Caltrans is dictating the preparation of three additional Phase I ISAs to support the parcel acquisition process – one for each property owner.

The total amount of additional budget requested to complete the work associated with Task 4 is $24,733. The attached fee proposal provides a detailed breakdown of Diaz Yourman's costs, indicating the estimated number of hours and associated fee for each work element, in addition to limitations and assumptions.

Task 5 - Phase II Environmental Services – Soil Sampling & Subsurface exploration

Additional environmental investigations are required for the Project. Based on the recommendation of the previously completed Phase I ISA for the corridor, Caltrans will require a Phase II Site Investigation be prepared prior to dedication of parcels to Caltrans by the City. This task encompasses required soil sampling & subsurface exploration efforts to support the preparation of a Phase II Site Assessment. This work was previously deferred until the Project right of way requirements were further defined.

The total amount of additional budget requested to complete the work associated with Task 5 is $24,957. The attached fee proposal provides a detailed breakdown of Diaz Yourman's costs indicating the estimated number of hours and associated fee for each work element, in addition to limitations and assumptions.

Task 6 - Phase II Environmental Services – Laboratory Testing & Sampling, Analysis and Report Preparation

Additional environmental investigations are required for the Project. Based on the recommendation of the previously completed Phase I ISA for the corridor, Caltrans will require a Phase II site investigation be prepared prior to dedication of parcels to Caltrans by the City. A single Phase II Report will be prepared for the entire Project per direction from the City.

This task encompasses required laboratory testing of soil samples obtained under Task 5, sampling and testing for lead-based paint (LBP) for bridge coatings and asbestos containing materials (ACM) within the bridge, and analysis and reporting to support the preparation of a Phase II Site Assessment Report. This work was previously deferred until the Project right of way requirements were further defined.

The total amount of additional budget requested to complete the work associated with Task 6 is $60,782. The attached fee proposal provides a detailed breakdown of Diaz Yourman's costs, indicating the estimated number of hours and associated fee for each work element, in addition to limitations and assumptions.

Task 7 - Preparation of Plats & Legal Descriptions – Optional, as-needed services.

Twelve (12) legal descriptions and plats are currently anticipated for the Project encompassing the parcels identified as 3500 Sepulveda LLC, RREFF America, and Chevron USA Inc under Tasks 1, 3, and 3, respectively. Per the City's direction, budget totaling $14,000 is reserved in this amendment to cover additional surveying and mapping services that may be required for the Project. This budget will not be utilized without prior written approval by the City

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this Project Please don't hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in greater detail

Sincerely,

HDR ENGINEERING, INC

Girair Kotchian, PE
Project Manager

Thomas T Kim, PE
Senior Vice President

CC. File

Attachment 1 Guida Scope & Fee – 3500 Sepulveda Blvd
Attachment 2 Guida Scope & Fee – RREEF America
Attachment 3: Guida Scope & Fee – Chevron USA
Attachment 4: Diaz Yourman Scope & Fee – Phase I ISA
Attachment 5 Diaz Yourman Scope & Fee – Phase II Soil Sampling & Subsurface exploration
Attachment 6: Diaz Yourman Scope & Fee – Testing & Sampling, Analysis & Report Preparation

GUIDA
SURVEYING INC.

April 28, 2015
June 1, 2015 REVISION #3

HDR
3230 El Camino Real, Suite 200
Irvine, CA 92602

Attn: Girair A. Kotchian, P.E., Program Manager

Subject: **Proposal for Professional Surveying Services, Sepulveda Widening & Right-of-Way Impacts, Manhattan Beach, Ca. – 3500 Sepulveda & Chevron**

Thank you for providing the opportunity for our proposal submittal to HDR for Land Surveying Services. We believe, upon completion of your review, you will find Guida Surveying to be uniquely qualified for this project. Guida Surveying has been an integral part of the infrastructure growth in Southern California for over 20 years. Our expert staff is prepared to start this project, and will earnestly attend to its completion. Guida Surveying Inc. is a certified "Small Business Enterprise" registered with the State of California – Department of General Services, our OSDS reference number is 0026277. We are also a Small Business registered with the U.S. Small Business Administration, our DUNS # is 949675631. Guida Surveying is signatory to a collective bargaining agreement with the International Union of Operating Engineers, Local 12 & 3.

Executive Summary

The Guida Surveying Inc. team has performed thousands of similar surveys within Southern California for Municipal and Private Clients and we are confident that you will be pleased with our work product.

Guida Surveying Inc. has a staff of 55 employees, of which 11 are Licensed Land Surveyors registered to practice in the State of California. Our expert survey crews utilize the latest in conventional survey and GPS technology to accurately perform Land Surveys, while maintaining tight schedules. We understand the importance of keeping to our time commitments, without jeopardizing accuracy. Our assigned project manager will keep you informed as your project progresses, without last minute surprises.

This proposal will be valid for 90 days starting June 1, 2015. All communication associated with this proposal will be coordinated by the undersigned.

06-01-15
Date

Lenny Reidling
Sr. Project Manager
Dir. Business Development
Guida Surveying Inc.
9241 Irvine Blvd.
Suite 100
Irvine, CA 92618
P (949) 777-2000
F (949) 777-2050
E lreidling@guidasurveying.com

01PRO15-039

GUIDA
SURVEYING INC

Approach

We expect this project to be similar to our experience with other surveys of this nature. The "Scope of Work" outlined below represents our understanding of HDR's survey needs based upon discussions and exhibits provided by HDR and documents associated with our research.

Proposal for Professional Surveying Services, Sepulveda Widening & Right-of-Way Impacts, Manhattan Beach, Ca.

Guida Surveying Inc. (GSI) will perform the "Scope of Services" listed below for the subject project:

Prepare Legal Descriptions and Plats for ROW dedication & Construction Easements:

GSI will prepare Legal Descriptions and Plats associated with the Right-of-Way Takes, and Temporary Construction Easements for the project. All documents will conform to Caltrans requirements, and be suitable for recordation with the County of Los Angeles. Proposal assumes 22 legal descriptions and plats.

Listed below is our fee for the proposed project:

Scope of Services:	**FEE**
6 Legal Descriptions and Plats (3500 Sepulveda LLC)	$ 12,000
2 Legal Descriptions and Plats (Chevron USA Inc.)	~~$ 4,000~~
TOTAL FEE:	~~$ 16,000~~
	$12,000

Optional item:

Record of Survey:

If required, GSI will prepare a Record of Survey (if not prepared by previous surveyor) for the subject Right-of-Way. Record of Survey shall be suitable for approval with Caltrans, and approval from the County of Los Angeles Surveyors office. Fee: $ 14,400

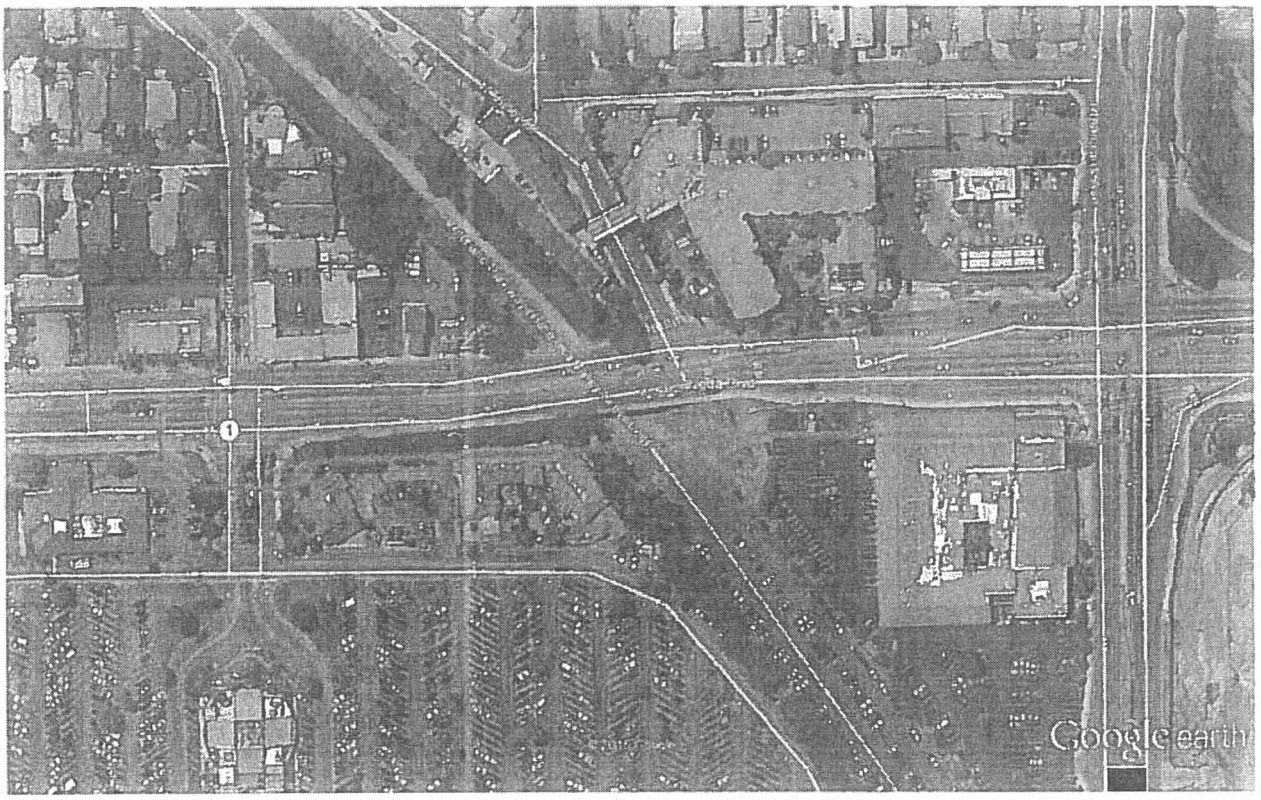
Note:

This proposal does not include Boundary Surveys, Record of Surveys, Monumentation, Certifications, Parcel Maps, Subdivision Maps, or filing fees associated with Record of Survey, which can be included as a separate item upon verification of the number of monuments disturbed.

Thank you for considering Guida Surveying Inc. for your Land Surveyor needs.

GUIDA
SURVEYING INC.

Limits of Survey Exhibit



GUIDA
SURVEYING INC.

Hourly Rate Schedule 2015

RATE	PER	PERSONNEL
$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
$250.00	HOUR	2 MAN SURVEY CREW
$350.00	HOUR	3 MAN SURVEY CREW
$ 80.00	HOUR	RESEARCH CLERICAL
$120.00	HOUR	DRAFT / MAPPING DESIGNER
$150.00	HOUR	PROJECT SURVEYOR
$160.00	HOUR	PROJECT MANAGER / L.S
$190.00	HOUR	Sr. Project Manager / Director / Principle
15% will be added to all reproduction, research material, and delivery services		
Mileage will be billed at the federal rate		

GUIDA SURVEYING INC

Fee Breakdown

Contract No. CON0073224
Sepulveda Route 1 Surveying Contract within the City of Manhattan Beach

Parcel Number	Owner	Type of Parcel	Legals	Project Manager $160 HR Hours	Project Surveyor $140 HR Hours	CAD $120 HR Hours	Total Fee
002-01	3500 Sepulveda LLC	Permanent Highway Easement	1	2	8	4.67	$2,000
002-02	3500 Sepulveda LLC	Permanent Highway Easement	1	2	8	4.67	$2,000
002-03	3500 Sepulveda LLC	Maintenance/Footing Easement	2	4	16	9.33	$4,000
002-04	3500 Sepulveda LLC	TCE	2	4	16	9.33	$4,000
~~003-01~~	~~Chevron USA Inc~~	~~Permanent Highway Easement~~	~~1~~	~~2~~	~~8~~	~~4.67~~	~~$2,000~~
~~003-02~~	~~Chevron USA Inc~~	~~TCE~~	~~1~~	~~2~~	~~8~~	~~4.67~~	~~$2,000~~
		Total	8				~~$16,000~~ $12,000

GUIDA
SURVEYING INC.

April 28, 2015
July 13, 2015 REVISION #4

HDR
3230 El Camino Real, Suite 200
Irvine, CA 92602

Attn: Girair A. Kotchian, P.E., Program Manager

Subject: **Proposal for Professional Surveying Services, Sepulveda Widening & Right-of-Way Impacts, Manhattan Beach, Ca. – RREEF AMERICIA**

Thank you for providing the opportunity for our proposal submittal to HDR for Land Surveying Services. We believe, upon completion of your review, you will find Guida Surveying to be uniquely qualified for this project. Guida Surveying has been an integral part of the infrastructure growth in Southern California for over 20 years. Our expert staff is prepared to start this project, and will earnestly attend to its completion. Guida Surveying Inc. is a certified "Small Business Enterprise" registered with the State of California – Department of General Services, our OSDS reference number is 0026277. We are also a Small Business registered with the U.S. Small Business Administration, our DUNS # is 949675631. Guida Surveying is signatory to a collective bargaining agreement with the International Union of Operating Engineers, Local 12 & 3.

Executive Summary

The Guida Surveying Inc. team has performed thousands of similar surveys within Southern California for Municipal and Private Clients and we are confident that you will be pleased with our work product.

Guida Surveying Inc. has a staff of 55 employees, of which 11 are Licensed Land Surveyors registered to practice in the State of California. Our expert survey crews utilize the latest in conventional survey and GPS technology to accurately perform Land Surveys, while maintaining tight schedules. We understand the importance of keeping to our time commitments, without jeopardizing accuracy. Our assigned project manager will keep you informed as your project progresses, without last minute surprises.

This proposal will be valid for 90 days starting July 13, 2015. All communication associated with this proposal will be coordinated by the undersigned.

07-13-15

Lenny Reidling
Sr. Project Manager
Dir. Business Development
Guida Surveying Inc.
9241 Irvine Blvd.
Suite 100
Irvine, CA 92618
P (949) 777-2000
F (949) 777-2050
E lreidling@guidasurveying.com

Date

01PRO15-039

GUIDA
SURVEYING INC.

Approach

We expect this project to be similar to our experience with other surveys of this nature. The "Scope of Work" outlined below represents our understanding of HDR's survey needs based upon discussions and exhibits provided by HDR, and documents associated with our research.

Proposal for Professional Surveying Services, Sepulveda Widening & Right-of-Way Impacts, Manhattan Beach, Ca.

Guida Surveying Inc. (GSI) will perform the "Scope of Services" listed below for the subject project:

Prepare Legal Descriptions and Plats for ROW dedication:
GSI will prepare Legal Descriptions and Plats associated with the Right-of-Way Takes for the project. All documents will conform to Caltrans requirements, and be suitable for recordation with the County of Los Angeles.

Listed below is our fee for the proposed project:

Scope of Services:	**FEE**
5 Legal Descriptions and Plats (RREEF America)	$ 10,000

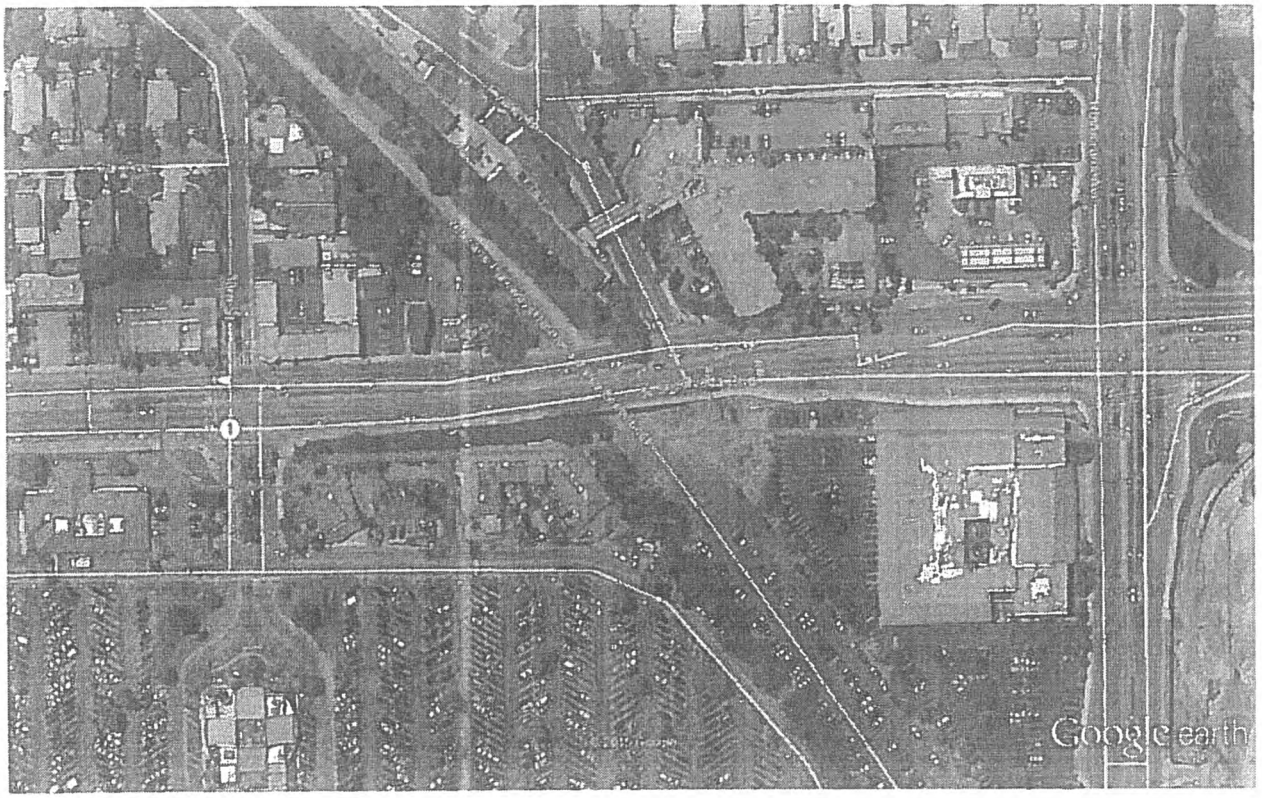
Note:

This proposal does not include Boundary Surveys, Record of Surveys, Monumentation, Certifications, Parcel Maps, Subdivision Maps, or filing fees associated with Record of Survey, which can be included as a separate item upon verification of the number of monuments disturbed.

Thank you for considering Guida Surveying Inc. for your Land Surveyor needs.

GUIDA
SURVEYING INC.

Limits of Survey Exhibit



GUIDA SURVEYING INC

Hourly Rate Schedule 2015

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$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
$250.00	HOUR	2 MAN SURVEY CREW
$350.00	HOUR	3 MAN SURVEY CREW
$ 80.00	HOUR	RESEARCH CLERICAL
$120.00	HOUR	DRAFT / MAPPING DESIGNER
$150.00	HOUR	PROJECT SURVEYOR
$160.00	HOUR	PROJECT MANAGER / L.S.
$190.00	HOUR	Sr. Project Manager / Director / Principle
15% will be added to all reproduction, research material, and delivery services		
Mileage will be billed at the federal rate		

GUIDA SURVEYING INC.

Fee Breakdown

Contract No. CON0073224
Sepulveda Route 1 Surveying Contract within the City of Manhattan Beach

Parcel Number	Owner	Type of Parcel	Legals	Project Manager $160 HR Hours	Project Surveyor $140 HR Hours	CAD $120 HR Hours	Total Fee
001-01	RREEF America	Permanent Highway Easement	1	2	8	4.67	$2,000
001-02	RREEF America	Permanent Highway Easement	1	2	8	4.67	$2,000
001-03	RREEF America	Permanent Highway Easement	1	2	8	4.67	$2,000
001-04	RREEF America	Permanent Highway Easement	1	2	8	4.67	$2,000
001-05	RREEF America	Permanent Highway Easement	1	2	8	4.67	$2,000
		Total	5				$10,000

GUIDA
SURVEYING INC.

April 28, 2015
July 13, 2015 REVISION #4

HDR
3230 El Camino Real, Suite 200
Irvine, CA 92602

Attn: Girair A. Kotchian, P.E., Program Manager

Subject: **Proposal for Professional Surveying Services, Sepulveda Widening & Right-of-Way Impacts, Manhattan Beach, Ca. – Chevron**

Thank you for providing the opportunity for our proposal submittal to HDR for Land Surveying Services. We believe, upon completion of your review, you will find Guida Surveying to be uniquely qualified for this project. Guida Surveying has been an integral part of the infrastructure growth in Southern California for over 20 years. Our expert staff is prepared to start this project, and will earnestly attend to its completion. Guida Surveying Inc. is a certified "Small Business Enterprise" registered with the State of California – Department of General Services, our OSDS reference number is 0026277. We are also a Small Business registered with the U.S. Small Business Administration, our DUNS # is 949675631. Guida Surveying is signatory to a collective bargaining agreement with the International Union of Operating Engineers, Local 12 & 3.

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This proposal will be valid for 90 days starting July 13, 2015. All communication associated with this proposal will be coordinated by the undersigned.

07-13-15
Date

Lenny Reidling
Sr. Project Manager
Dir. Business Development
Guida Surveying Inc.
9241 Irvine Blvd.
Suite 100
Irvine, CA 92618
P (949) 777-2000
F (949) 777-2050
E lreidling@guidasurveying.com

01PRO15-039

GUIDA
SURVEYING INC

Approach

We expect this project to be similar to our experience with other surveys of this nature. The "Scope of Work" outlined below represents our understanding of HDR's survey needs based upon discussions and exhibits provided by HDR, and documents associated with our research.

Proposal for Professional Surveying Services, Sepulveda Widening & Right-of-Way Impacts, Manhattan Beach, Ca.

Guida Surveying Inc. (GSI) will perform the "Scope of Services" listed below for the subject project:

Prepare Legal Descriptions and Plats for ROW dedication

GSI will prepare Legal Descriptions and Plats associated with the Right-of-Way Takes for the project. All documents will conform to Caltrans requirements, and be suitable for recordation with the County of Los Angeles.

Listed below is our fee for the proposed project:

Scope of Services:	**FEE**
1 Legal Descriptions and Plat (Chevron USA Inc.)	$ 2,000

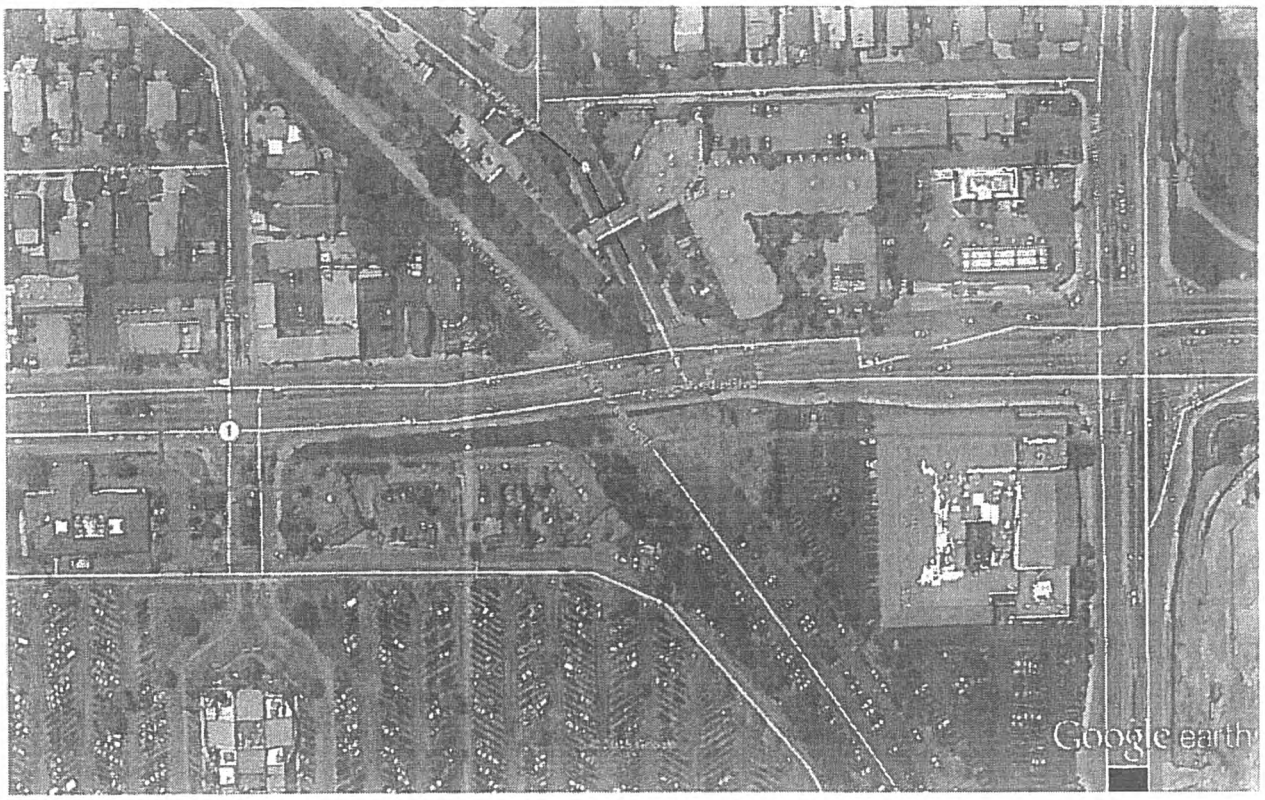
Note:

This proposal does not include Boundary Surveys, Record of Surveys, Monumentation, Certifications, Parcel Maps, Subdivision Maps, or filing fees associated with Record of Survey, which can be included as a separate item upon verification of the number of monuments disturbed.

Thank you for considering Guida Surveying Inc. for your Land Surveyor needs.

GUIDA
SURVEYING INC.

Limits of Survey Exhibit



GUIDA
SURVEYING INC.

Hourly Rate Schedule 2015

RATE	PER	PERSONNEL
$170.00	HOUR	1 MAN SURVEY CREW WITH TRUCK
$250.00	HOUR	2 MAN SURVEY CREW
$350.00	HOUR	3 MAN SURVEY CREW
$ 80.00	HOUR	RESEARCH CLERICAL
$120.00	HOUR	DRAFT / MAPPING DESIGNER
$150.00	HOUR	PROJECT SURVEYOR
$160.00	HOUR	PROJECT MANAGER / L.S.
$190.00	HOUR	Sr. Project Manager / Director / Principle
15% will be added to all reproduction, research material, and delivery services		
Mileage will be billed at the federal rate		

GUIDA SURVEYING INC

Fee Breakdown

Contract No. CON0073224
Sepulveda Route 1 Surveying Contract within the City of Manhattan Beach

Parcel Number	Owner	Type of Parcel	Legals	Project Manager $160 HR Hours	Project Surveyor $140 HR Hours	CAD $120 HR Hours	Total Fee
003-01	Chevron USA Inc	Permanent Highway Easement	1	2	8	4.67	$2,000

DIAZ • YOURMAN
& ASSOCIATES
Geotechnical Services

Date	June 17, 2015	Project No	PW15-068
To	Mr. Girair Kotchian, PE HDR Engineering, Inc	From	Mr. S. Niranjanan, PE, GE Mr. Charles Chen
Email	Girair.Kotchian@hdrinc.com		
cc			

Subject: Revised Proposal for Environmental Phase I Initial Site Assessment
Parcel Acquisition
Sepulveda Boulevard Bridge Widening
Manhattan Beach, California

Diaz•Yourman & Associates (DYA) is pleased to present this revised proposal to provide Phase I environmental services for the subject project. This proposal is based on our conditionally approved Initial Site Assessment (ISA) report dated April 10, 2014 (Report), and our recent discussion with HDR Engineering, Inc. (HDR), and Caltrans. Based on our recent meeting with Caltrans on April 9, 2015, additional environmental investigations are required for the parcels that will be dedicated to Caltrans by the City of Manhattan Beach (City). Caltrans will require both environmental Phase I (ISA) and Phase II investigations prior to dedication of parcels to Caltrans by the City. We understand that the following five parcels will be dedicated:

1. Assessor's Parcel Number (APN) 4138-020-030 - Owned by RREEF
2. APN 4138-020-014 - Owned by 3500 Sepulveda LLC
3. APN 4138-020-034 - Owned by RREEF
4. APN 4138-020-002 - Owned by Chevron
5. APN 4138-020-033 - Owned by RREEF

Based on our discussion with Caltrans, we understand that if the acquisition is fee or limits of approved highway easement encompass the groundwater, then sampling and analyses of groundwater is required. We are assuming that the summary of the groundwater testing results and the groundwater gradient can be evaluated based on the existing groundwater monitoring well and the nearby wells installed as part of the Honeywell investigation. Therefore, additional groundwater monitoring wells will not be installed. During our April 9, 2015, meeting, Caltrans indicated that they will accept one ISA report per owner and will not require an ISA for each parcel. On May 4, 2015, Mr. Steve Chan of Caltrans concluded that Caltrans will not object to reviewing and approving one Phase II report that combines both the highway corridor portion with the above-noted five parcels. However, he wanted to confirm this conclusion with the City and the property owners.

1616 EAST 17th STREET, SANTA ANA, CALIFORNIA 92705-8509 (714) 245-2920 Fax (714) 245-2950

Our scope of services to prepare three ISA reports as discussed above, proposed schedule, and estimated fee are summarized in Table 1, followed by a list of assumptions.

We propose to provide our services on a time-and-expense basis in accordance with our current agreement Future services will be provided on a time-and-expense basis in accordance with our currently approved Schedule of Charges

Table 1 - PROJECT SUMMARY

TASK		SCOPE	SCHEDULE (weeks)*	DYA FEE (HOURS)	OUTSIDE FEE	TOTAL FEE
1	ISA	Provide three ISA reports for previously noted five parcels to check for historical evidence of potential site contamination to help comply with CEQA or NEPA. The ISAs will be performed in accordance with ASTM E1527 These reports will be provided to Caltrans for their review and approval Respond to Caltrans review comments Attend one meeting with the project team including Caltrans for comment resolution	5	$23,983 (170)	$750	$24,733
TOTAL			5	**$23,983 (170)**	**$750**	**$24,733**

Note
*Time to complete after receipt of written notice to proceed or site access is granted whichever is later.
- CEQA = California Environmental Quality Act
- NEPA = National Environmental Protection Act.

The fee and schedule presented in Table 1 are based on the following assumptions:

- This scope of services is authorized within 90 days
- This scope of services will be limited to five parcels noted above.
- Task 1 will be performed by DYA staff and/or an outside specialty consultant depending on the availability.
- A draft report will be provided in electronic pdf format (to reduce paper usage).
- Two originals and an electronic copy of the work plan and final report will be provided.
- Task 1 services do not include responding to comments from agencies other than Caltrans District 7 office

To provide written authorization to proceed, please issue a task order to our current agreement We appreciate the opportunity to propose our services to you and look forward to continuing to work with you on this project. If you have any questions, please call.

DIAZ • YOURMAN
& ASSOCIATES
Geotechnical Services

Date:	June 17, 2015	Project No:	PW15-068
To:	Mr. Girair Kotchian, PE HDR Engineering, Inc.	From:	Mr. S. Niranjanan, PE, GE Mr. Charles Chen
Email:	Girair.Kotchian@hdrinc.com		

Subject: Revised Proposal for Phase II Environmental Services
Sepulveda Boulevard Bridge Widening
Manhattan Beach, California

Diaz•Yourman & Associates (DYA) is pleased to present this revised proposal to provide Phase II environmental services for the subject project. This proposal is based on our conditionally approved Initial Site Assessment (ISA) report dated April 10, 2014 (Report), and our recent discussion with HDR Engineering, Inc. (HDR), and Caltrans. Based on our recent meeting with Caltrans on April 9, 2015, additional environmental investigations are required for the parcels that will be dedicated to Caltrans by the City of Manhattan Beach (City). Caltrans will require both environmental Phase I (ISA) and Phase II investigations prior to dedication of parcels to Caltrans by the City. We understand that the following five parcels will be dedicated:

1. Assessor's Parcel Number (APN) 4138-020-030 - Owned by RREEF
2. APN 4138-020-014 - Owned by 3500 Sepulveda LLC
3. APN 4138-020-034 - Owned by RREEF
4. APN 4138-020-002 - Owned by Chevron
5. APN 4138-020-033 - Owned by RREEF

Based on our discussion with Caltrans, we understand that if the acquisition is fee or limits of approved highway easement encompass the groundwater, then sampling and analyses of groundwater is required. We are assuming that the summary of the groundwater testing results and the groundwater gradient can be evaluated based on the existing groundwater monitoring well and the nearby wells installed as part of the Honeywell investigation. Therefore, groundwater monitoring wells will not be installed as part of this proposal. During our April 9, 2015, meeting, Caltrans indicated that they will accept one ISA report per owner and will not require an ISA for each parcel. On May 4, 2015, Mr. Steve Chan of Caltrans concluded that Caltrans will not object to reviewing and approving one Phase II report that combines both the highway corridor portion with the above-noted five parcels. However, he wanted to confirm this conclusion with the City and the property owners. This proposal assumes that one environmental Phase II report will be prepared combining the highway corridor property and the above-noted five parcels.

The purpose of the proposed Phase II environmental services will be to sample and test for the chemicals of potential concern (COPC) identified in the Report, which consist of pesticides, herbicides, heavy metals, cyanide, polychlorinated biphenyls (PCBs), aerially deposited lead (ADL), total petroleum hydrocarbons (TPH), and volatile and semi-volatile organic compounds (VOC/SVOC). Surfacing materials for the existing bridge (bridge coatings and bearings) will be tested for lead-based paint (LBP) and asbestos-containing materials (ACM). Based on the discussion with HDR, testing for LBP and chromium in pavement striping is excluded from our scope of services.

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Our scope of services, proposed schedule, and estimated fee are summarized in Table 1, followed by a list of assumptions. Note that the scope of services outlined herein is limited to evaluating the presence of the COPC identified in the Report in the soils that will be disturbed during construction of the subject project

We propose to provide our services on a time-and-expense basis in accordance with our current agreement Future services will be provided on a time-and-expense basis in accordance with our currently approved Schedule of Charges

Table 1 - PROJECT SUMMARY

TASK		SCOPE	SCHEDULE (weeks)	DYA FEE (HOURS)	OUTSIDE FEE	TOTAL FEE
3E	LBP and ACM Testing	Sample and test existing bridge coatings for LBP. Obtain up to 10 samples from the existing bridge to check for potential ACM.	–[1]	$485 (2)	$5,000	$5,485
4A	Laboratory Testing	Perform laboratory testing on discrete soil samples for the COPC identified in DYA's Report. ADL testing will consist of 48 total threshold limit concentration (TTLC), 16 soluble threshold limit concentration (STLC), 16 toxicity characterization leaching procedure (TCLP), and 14 pH tests. In addition, 25 VOC, 10 SVOC, 25 TPH, 11 Title 22 metals, 7 PCB, 6 pesticide, 6 herbicide, and 7 cyanide tests will be performed on selected soil samples.	–[2]	$2,016 (12)	$13,611	$15,627
5A	Analysis and Reporting	Provide one environmental Phase II report documenting the results of environmental testing performed. Submit the report to Caltrans for their review and approval. The report will also include a summary discussion of groundwater flow/gradient based on environmental test results provided to DYA and or published in Geotracker near by the project site.	–[3]	$22,574 (178)	–	$22,574
5B	Response to review comments	Respond to review comments from Caltrans, as required.	–	$4,381 (31)	–	$4,381
5C	Meeting	If required, attend one meeting with the project team including Caltrans for comment resolution.	–	$3,291 (16)	–	$3,291
6	Supplemental Investigation	Supplemental work is required if the sampling is done for the highway corridor portion of the work prior to the approval of the work plan for parcels. This work includes limited field sampling, limited environmental testing, and revising Task 5A report as appropriate.	As-needed	$3,444 (26)	$5,980	$9,424
TOTAL				**$36,191 (265)**	**$24,591**	**$60,782**

Note:
1. Task 3E will be completed 4 weeks after site access/encroachment permit are granted, whichever is later.
2. Task 4A will be completed 3 to 4 weeks after completing all the environmental sampling (field exploration) proposed in previous proposal.
3. Task 5A will be completed 8 weeks after completing the environmental laboratory testing.

The fee and schedule presented in Table 1 are based on the following assumptions

- This scope of services is authorized within 90 days.
- This scope of services will be limited to highway corridor and five parcels noted above
- All underground utilities are shown correctly on one set of plans provided by HDR Note that sewer and storm drains are not included in the USA inventory.
- Environmental laboratory testing and ACM services will be provided by outside independent subconsultants/subcontractors
- The site is accessible to field personnel and equipment during non-overtime hours.
- Testing will be limited to the COPCs identified in DYA's Report.
- Task 3E services will be performed by an outside independent subconsultant.
- The soil borings will be backfilled with investigation-derived waste (IDW) if field evidence of contamination (based on PID reading) is not observed Otherwise, borings will be backfilled with bentonite chips.
- This supplemental work assumes sampling in the field no more than 8 hours (one day field work), performing 5 TTLC, 2 STLC, 2 TCLP, 2 pH tests, 5 VOC, 5 TPH, and 5 Title 22 metals and revising the Phase II report accordingly
- A draft report will be provided in electronic pdf format (to reduce paper usage)
- Two originals and an electronic copy of the final report will be provided.
- The final report will be submitted to Caltrans for review.
- If required, final report review fees will be paid for by others.
- Task 5A services do not include responding to comments from agencies other than Caltrans District 7 office.

To provide written authorization to proceed, please issue a task order to our current agreement We appreciate the opportunity to propose our services to you and look forward to continuing to work with you on this project. If you have any questions, please call.

DIAZ • YOURMAN
& ASSOCIATES
Geotechnical Services

Date:	June 17, 2015	Project No:	PW15-068
To:	Mr. Girair Kotchian, PE HDR Engineering, Inc.	From:	Mr. S. Niranjanan, PE, GE Mr. Charles Chen
Email:	Girair.Kotchian@hdrinc.com		
cc:			

Subject: Revised Proposal for Phase II Environmental Sampling
Sepulveda Boulevard Bridge Widening
Manhattan Beach, California

Diaz•Yourman & Associates (DYA) is pleased to present this revised proposal to provide Phase II environmental services for the subject project. This proposal is based on our conditionally approved Initial Site Assessment (ISA) report dated April 10, 2014 (Report), and our recent discussion with HDR Engineering, Inc. (HDR), and Caltrans. Based on our recent meeting with Caltrans on April 9, 2015, additional environmental investigations are required for the parcels that will be dedicated to Caltrans by the City of Manhattan Beach (City). Caltrans will require both environmental Phase I (ISA) and Phase II investigations prior to dedication of parcels to Caltrans by the City. We understand that the following five parcels will be dedicated:

1. Assessor's Parcel Number (APN) 4138-020-030 - Owned by RREEF
2. APN 4138-020-014 - Owned by 3500 Sepulveda LLC
3. APN 4138-020-034 - Owned by RREEF
4. APN 4138-020-002 - Owned by Chevron
5. APN 4138-020-033 - Owned by RREEF

Based on our discussion with Caltrans, we understand that if the acquisition is fee or limits of approved highway easement encompass the groundwater, then sampling and analyses of groundwater is required. We are assuming that the summary of the groundwater testing results and the groundwater gradient can be evaluated based on the existing groundwater monitoring well and the nearby wells installed as part of the Honeywell investigation. Therefore, additional groundwater monitoring wells will not be installed as part of this proposal. During our April 9, 2015, meeting, Caltrans indicated that they will accept one ISA report per owner and will not require an ISA for each parcel. On May 4, 2015, Mr. Steve Chan of Caltrans concluded that Caltrans will not object to reviewing and approving one Phase II report that combines both the highway corridor portion with the above-noted five parcels. However, he wanted to confirm this conclusion with the City and the property owners. The proposed Phase II environmental sampling assumes that one environmental Phase II report will be prepared combining the highway corridor property and the above-noted five parcels.

The purpose of the proposed Phase II environmental services will be to sample and test for the chemicals of potential concern (COPC) identified in the Report, which consist of pesticides, herbicides, heavy metals, cyanide, polychlorinated biphenyls (PCBs), aerially deposited lead (ADL), total petroleum hydrocarbons (TPH), and volatile and semi-volatile organic compounds (VOC/SVOC). Surfacing materials for the existing bridge (bridge coatings and bearings) will be tested for lead-based paint (LBP) and asbestos-containing materials (ACM). Based on the discussion with HDR, testing for LBP and chromium in pavement striping is excluded from our scope of services.

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Our scope of services to perform the environmental sampling proposed schedule, and estimated fee are summarized in Table 1, followed by a list of assumptions Note that the scope of services outlined herein is limited to evaluating the presence of the COPC identified in the Report in the soils that will be disturbed during construction of the subject project.

We propose to provide our services on a time-and-expense basis in accordance with our current agreement. Future services will be provided on a time-and-expense basis in accordance with our currently approved Schedule of Charges

Table 1 - PROJECT SUMMARY

TASK		SCOPE	SCHEDULE (weeks)*	DYA FEE (HOURS)	OUTSIDE FEE	TOTAL FEE
2A	Health & Safety Plan, and Phase II work Plan	Revise the previously submitted Work Plan/Health & Safety Plan in accordance with Caltrans' guidelines. Submit to Caltrans for their review. Response to review comments.	2	$2,421 (14)	$500	$2,921
2B	Data Review and Underground Service Alert (USA) Notification	Review project and underground utility information. HDR to provide underground utility information. Obtain a Caltrans encroachment permit with the assistance from HDR. Mark Task 3B locations in the field and contact USA. Attend one pre-construction meeting with the Caltrans inspector at the site.	4[1]	$3,226 (22)	–	$3,226
3A	Geophysical Survey	Perform a geophysical survey to help check Task 3B locations for underground utilities. In addition, We will conduct a survey using ground penetrating radar (GPR) to estimate the existing asphalt concrete (AC) overlay on the bridge deck. Specifically, we would collect the GPR data using a GSSI SIR 3000 GPR unit with a 1600 or 2600 MHz transducer, depending on which one yields the best results. Traverses would be conducted across the survey area and the data would be evaluated in real time. Traffic control will be provided during this survey.	6	$684 (6)	$2,057	$2,741
3B	Subsurface Exploration	Perform 11 hand-auger borings, each approximately 5 to 6 feet deep (or refusal), for a total of approximately 55 to 60 lineal feet. Collect 4 soil samples at each borings at depths of 0, 1, 2, and 5 or 6 feet below the ground surface, unless refusal is encountered. Backfill the borings with pea gravel. Drill 3 borings to depths 40 to 50 feet. Collect a total of 21 samples at depths of 0, 10, 20, 30, 40 and 50 feet. Backfill the borings with cuttings and bentonite chips. Traffic control will be provided for one boring located in Sepulveda Boulevard.	7	$5,799 (46)	$10,270	$16,069
TOTAL			7	**$12,130 (88)**	**$12,827**	**$24,957**

Note:
*Time to complete after receipt of written notice to proceed or site access is granted, whichever is later.
1. Task 2B is assumed to commence in the 4th week based on the assumption that work plan is approved by Caltrans by the 3rd week.
2. Task 3A is assumed to commence in the 6th week based on the assumption that encroachment permit will be issued by 5th week.

The fee and schedule presented in Table 1 are based on the following assumptions:

- This scope of services is authorized within 90 days
- This scope of services will be limited to highway corridor and five parcels noted above
- Encroachment permit fees are paid by HDR, if required
- All underground utilities are shown correctly on one set of plans provided by HDR Note that sewer and storm drains are not included in the USA inventory
- Geophysical survey, traffic control, and drilling will be provided by outside independent subconsultants/subcontractors
- The Manual of Uniform Traffic Control Devices (MUTCD) will be used for traffic control No location-specific traffic control plans will be provided If location-specific traffic control plans are required, HDR Engineering Inc. will provide the plans to DYA at no cost.
- The site is accessible to field personnel and equipment during non-overtime hours.
- The geophysical survey to estimate the existing AC overlay is based on AC and PCC layer contrast. If this survey does not yield any reasonable results, HDR will be informed
- Installing groundwater well and sampling and testing of groundwater are not required However, the groundwater environmental sampling testing results available to DYA from the existing monitoring well (Well ID: AS-MW-44) will be summarized in our Phase II report. In addition, existing monitoring wells available in the nearby project area will be used to estimate the groundwater flow gradient.
- Prevailing wage rules apply to DYA's subcontractor's field work.
- Hand-auger borings will be performed in unpaved areas
- A photoionization detector (PID) will be used during Task 3B services to screen soil samples for potential hydrocarbons.
- The soil borings will be backfilled with investigation-derived waste (IDW) if field evidence of contamination (based on PID reading) is not observed Otherwise, borings will be backfilled with bentonite chips.
- If field evidence of contamination is observed, then IDW will be temporarily stored on site in Department of Transportation (DOT)-approved 55-gallon drums Composite samples of IDW will be collected for IDW characterization. The tests will include total petroleum hydrocarbons (TPH), volatile organic compounds (VOC), and Title 22 metals. The IDW will be disposed of off site within 4 weeks of completion of the drilling program We anticipate that the IDW will be characterized as nonhazardous The owner of the property will be named as the generator on the disposal manifest. The owner information (address and phone number) should be provided by HDR to DYA
- Proposed utility easement will be within the project footprint and, therefore, no additional investigation is required.
- The construction ingress/egress and temporary construction easement (TCE) outside the construction footprint will not be disturbed during construction activities.
- The work plan will be submitted to Caltrans for review
- If required, Caltrans work plan review fees will be paid for by others

To provide written authorization to proceed, please issue a task order to our current agreement We appreciate the opportunity to propose our services to you and look forward to continuing to work with you on this project. If you have any questions, please call

EXHIBIT E

TO AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MANHATTAN BEACH
AND HDR ENGINEERING, INC.

December 31, 2015

Mr. Tony Olmos
Public Works Director
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, CA 90266

Subject: **Sepulveda Bridge Widening Project – Amendment No. 2 Additional Project Management, Right-of-way, Utility Relocation and Structural Design Services**

Dear Mr. Olmos:

HDR is requesting additional compensation by means of a contract change order to complete work for the Sepulveda Bridge Widening Project (Project). This work, totaling $147,989 consists of additional professional services to continue project management, right-of-way coordination, and utility coordination services resulting from the extension of the Project schedule beyond the timeframe previously anticipated under the original contract and Amendment No. 1, which was executed on January 7, 2015, and additional structural design services due to a revision in the bridge structure aesthetics.

The additional work includes the following tasks:

Task	Description	Amount
1	Project Management, Meetings & Administration	$90,969
2	Right-of-way and Utility Coordination	$42,069
3	Additional Structural Design Work	$14,950
	Total	**$147,989**

Below is a summary of the background and justification for additional compensation related to each of the items listed above:

Background and Justification

After several months of negotiations, Amendment No. 1 for the Project was submitted to the City of Manhattan Beach (City) on December 11, 2014, and subsequently approved by City Council on January 6, 2015. The December 2014 Project Schedule served as the basis for the development of Amendment No. 1, including the request for additional budget for on-going project management services.

The December 2014 Project Schedule anticipated the submittal of the 95% PS&E package by February 27, 2015. The team obtained the Caltrans utility potholing permit on January 9, 2015. The team was ready to begin potholing and the geotechnical investigation work, and was under the understanding that the permit to enter into the adjacent Mall property was a formality since the City was already in discussions with RREEF America, the owner of the Mall, about their redevelopment plans. Discussions with the Mall started as early as October 2014 (when DigAlert was attempting to

hdrinc.com

3230 El Camino Real, Suite 200, Irvine, CA 92602
T 714.730.2300 F 714.730.2301

access the Project site to "mark" the potholing locations). In order to meet this submittal date, the Project team would have to conduct the geotechnical field investigations and borings to finalize the structural design of the bridge in addition to utility potholing to positively locate known underground utilities prior to the start of field exploration activities. The design team continued to move forward with preparation of the 95% PS&E contingent on the timing of the geotechnical borings and completion of the materials and foundation reports.

Since access to the Project site can only be obtained from the adjacent Mall parcel, the City initiated an Access Agreement with RREEF America to gain the necessary rights to enter the property and conduct the required field exploration work in addition to environmental sampling. The terms of the Access Agreement are based on the December 2, 2014 adoption of the City Resolution, which dictates the conditions for redevelopment of the Mall property and the required dedications required for the Sepulveda Bridge Project, including access to the bridge, required right-of-way dedications, temporary and permanent easements, and construction staging areas.

The Access Agreement between the City and RREEF America was executed by both parties on May 18, 2015, and HDR was subsequently notified on May 27, 2015. Based on the execution of the Access Agreement, HDR immediately commenced with scheduling and mobilizing the utility potholing efforts and the geotechnical explorations necessary to finalize the 95% PS&E submittal.

Table 1, below, provides a comparison of the several key milestone dates between the December 2014 Project Schedule, which served as the basis for Amendment No. 1, and the December 2015 Project schedule – the basis for this Amendment.

Table 1 – Project Milestone Comparison

Project Milestone	December 2014 Schedule	December 2015 Schedule	Months Extended
Utility Potholing (Caltrans permit obtained on 01/09/15)	01/13/15	07/06/15	6 months
Geotechnical Reports	02/12/15	08/14/15	6 months
95% PS&E Submittal	02/27/15	08/14/15	6 months
100% PS&E Submittal	04/24/15	12/09/15*	7 months
R/W Certification & Ready-to-List	07/23/15	TBD**	7+ months

* Submittal of the Final Bid Package is currently pending review comments from the City and Caltrans on the 100% PS&E submittal, and resolution of additional structural aesthetic treatments and agreement of landscaping concepts requested by RREEF America.
** RTL Date is contingent on successful right-of-way negotiations with property owners and completion of the Final Bid Package.

As indicated in Table 1, the Project Schedule has been extended approximately six months due to the additional time required to complete the aforementioned City Resolution with RREEF America and subsequent negotiation and execution of the Access Agreement needed to initiate and mobilize utility potholing and geotechnical exploration efforts to produce the 95% Design Plans.

The scope of work and budget requested under Amendment No. 1 anticipated submittal of the 95% PS&E by February 27, 2015 for budgeting purposes. The Project has now achieved the 100% PS&E milestone with the submittal of the 100% PS&E on December 9, 2015. The extension of the Project Schedule has resulted in the need for additional budget for on-going project management; Project Development Team (PDT) meetings; subcontract management; Caltrans coordination; and project administration (see Task 1, below).

The Project is also at a position to finalize the utility relocation and right-of-way requirements based on ongoing coordination with Caltrans, affected utility companies, and ongoing negotiations with the adjacent property owners affected by the Project (see Task 2, below). In addition, as further

summarized under Task 3, below, the number of structural plan sheets originally estimated has increased due to revisions requested by the adjacent property owner to include additional structural aesthetics and details to the bridge structure and barrier.

Basis of Amendment

Task 1: Continued Project Management Services

The Project schedule was extended due to unforeseen events that were not accounted for when Amendment No. 1 was negotiated with the City - resulting in a cumulative delay of approximately six to seven months.

- City Resolution with RREEF America - On December 2, 2014, the City Planning Department adopted a resolution dictating the terms for redevelopment with RREEF America for the adjacent Manhattan Village Shopping Center. This Resolution served as the basis for negotiating the Access Agreement and dedications required from the Mall to access and construct the Project. HDR was notified of the adopted Resolution during the March 19, 2015 PDT Meeting. (3.5 months)
- Access Agreement with RREEF America - The Mall's Access Agreement was adopted by both parties on May 18, 2015 - the Project schedule was extended due to ongoing negotiations and coordination with the Mall representatives to gain access to the Project site to conduct utility potholing, geotechnical borings, and environmental sampling efforts. (6 months)
- Utility Potholing – HDR was notified of the executed Access Agreement on May 27, 2015. Due to the time required to mobilize field crews, utility potholing commenced on June 25, 2015, and the final report was submitted on July 6, 2015 – allowing the geotechnical field crews to be scheduled and mobilized. (6.5 months)
- Geotechnical Field Explorations – Geophysical surveys were initiated on July 6, 2015, immediately after the completion of the utility potholing effort to locate final drilling locations and potential conflicts prior to the start of drilling. Field exploration efforts were completed on July 20, 2015. Geotechnical reports supporting the preparation of the 95% PS&E were completed by August 21, 2015. (7 months)
- Phase I ESAs – Caltrans required the preparation of three additional Phase I ESAs to encompass the adjacent private properties. A notice-to-proceed from the City was provided on July 14, 2015. The reports were initiated on July 20, 2015, and were completed August 25, 2015. The Phase I Reports were submitted to Caltrans on September 16, 2015. Completion of the reports requires both an interview with the property owners and completion of questionnaires. Adequate time was provided to the property owners to respond to the questionnaire and allow access to the property for inspection. (2 months)
- Phase II Environmental Investigation - Based on the results of the original Phase I ESA completed for the highway corridor, Phase II work was determined to be required. A notice to proceed was provided by the City on July 14, 2015. The Phase II sampling effort was completed on August 5, 2015, and the draft report was submitted to Caltrans on September 25, 2015. Per Caltrans request, additional time was required to validate the results of the environmental sampling effort by a third party. Caltrans required the preparation of a detailed workplan to determine the location, number, and depth of sampling. Various iterations were required by Caltrans to receive approval. Frequent coordination was required with the Mall representatives to obtain the necessary access to their property. Caltrans' comments were received on October 29, 2015. The Phase II Report is now complete. (3 months)

As a result of the extension of the Project schedule, the following additional meetings and coordination effort were required to support project development:

- Additional PDT meetings and meetings with Caltrans discipline leads such as right-of-way and environmental staff. Additional time was required to coordinate meetings/conference calls, develop agendas and meeting minutes, prepare exhibits, and travel time for in-person meetings.
- Support the City with negotiations with RREEF America to draft, edit, and finalize the Access Agreement. Effort required continued coordination with Mall representatives and multiple conference calls, e-mail correspondence, and development of exhibits and graphics – requiring various updates and revisions requested by RREEF America.
- Coordination with the City and the Mall representatives regarding the production of plats and legals to support the Access Agreement such as the lower parking lot access, temporary and permanent construction easements, and dedication areas. Additional efforts also required to coordinate project aesthetics and landscaping with RREEF America and their consultants. These efforts required developing and conducting multiple revisions to right-of-way requirements mapping as well as numerous exhibits.
- Additional coordination effort required to support negotiations with adjacent property owners including 3500 Sepulveda Boulevard and Chevron USA.
- Assist City to develop Caltrans maintenance and cooperative agreements required for the Project in addition to negotiations with Caltrans to support the transfer of easements to Caltrans after project completion, and required multiple permits to support geotechnical and environmental sampling efforts.

The total amount of additional budget requested to complete the work associated with Task 1 is $90,969. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to limitations and assumptions provided below.

Task 2: Continued Right-of-way and Utility Coordination Services

This amendment is requested to incorporate scope changes to support ongoing right-of-way and utility coordination services required for the Project as follows:

- Acquisition - provide additional coordination with property owners and stakeholders, including RREEF America, Chevron, 3500 Sepulveda Boulevard, City of Manhattan Beach, City Attorney and Caltrans. Attend additional meetings with the City, Caltrans and property owners. Provide additional coordination with Caltrans Right of Way staff regarding non-standard Caltrans forms for Temporary Construction Easements and Dedications to meet Caltrans requirements.
- Appraisal Review - provide additional appraisal review services for the 3500 Sepulveda Boulevard Parcel.
- Right-of-Way Certification – Continue delivery of right-of-way services and obtain right-of-way certification approval from Caltrans District 7. HDR will prepare the necessary documents to deliver the submittal packages for Caltrans review and approval. Tasks required to obtain approval include:
    - Prepare Right of Way Certification packages;
    - Prepare Right of Way Certification Binders, including all pertinent acquisition documents for each parcel;
    - Participate in coordination meetings with City of Manhattan Beach, Caltrans, and utility owners; and
    - Create Right of Way requirements mapping per Caltrans formatting for inclusion in the Certification Package.

- Utility Coordination - Provide additional coordination, research, and project support with the utility owners. The original scope of work identified two (2) utility relocations within the Project, City of Manhattan Beach water line and Southern California Edison. Based on the notification letters sent to the potential utility companies with possible conflicts, there are three (3) utility companies requiring relocations: Southern California Gas, Southern California Edison and City of Manhattan Beach water.

The total amount of additional budget requested to complete the work associated with Task 2 is $42,069. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to limitations and assumptions provided below.

Task 3 – Additional Structures Aesthetics Work and Detailing

At the request of the City, HDR will develop additional aesthetic treatment details and finishes for the traffic side of the bridge and roadway non-standards barriers. This effort will require additional coordination with City, Caltrans, and adjacent property owners, and detailing sheets to modify the existing design beyond that which was reasonably foreseeable with the original scope/budget developed.

The total amount of additional budget requested to complete the work associated with Task 3 is $14,950. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to limitations and assumptions provided below.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Any delays in the Project schedule due to lengthy and excessive negotiations and/or condemnation with the adjacent private property owners that would affect project development and right-of-way certification efforts after this amendment is approved are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for the additional effort.
2. New Caltrans requirements with regard to acquisition of the required right-of-way for the Project including transfer of the right-of-way to Caltrans in fee vs. the current approach to transfer in easement are not covered in this amendment.
3. Budget and schedule assumptions are predicated upon Caltrans' acceptance of the results of the Phase II environmental sampling results completed to-date, and additional environmental sampling will not be required by Caltrans in support of the transfer of right-of-way to Caltrans in the future.
4. No additional sheets will be required as part of the PS&E package.
5. The current budget for Bid and Construction Phase Support was negotiated during development of the original (base) contract and is potentially insufficient given the complexity of the bridge structure and estimated construction duration of 1.5 years. It is assumed that HDR and the City will assess the adequacy of the budget at the time of bid award and come to a reasonable agreement as to the scope and fee for efforts beyond the original budget, if necessary.
6. If the Project is put on hold for an extended period of time and Caltrans standards, policies and procedures change in that period of time - this amendment does not include the level of effort needed to bring the Project up to the current standard.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this Project. Please do not hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in greater detail.

Sincerely,

HDR ENGINEERING, INC.

Girair Kotchian, PE
Project Manager

Thomas T. Kim, PE
Senior Vice President

CC: File
Attachment 1: Fee Proposal

HDR	Hourly Rate	$ 25	Subconsultants					
Task	Description	Project Manager	Diaz Yourman	GPA Environmental	Guida Surveying	Iteris	LCI	TOTAL COST
	Project Management							
	Project Initiation Documents							
	Project Management Plan							$ -
	Project Quality Control and Assurance Plan							$ -
	Coordination and Meetings							$ -
	Biweekly City Meetings							$ -
	Monthly Caltrans PDT Meetings							$ -
	Additional Meetings and Coordination							$ 24,251
	Administration							$ 59,677
	Project Scheduling							$ -
	Document Control							$ 2,046
	Progress Reports and Invoices							$ 1,207
	TOTAL LABOR HOURS							$ 9,588
	TOTAL DOLLAR	$ 4	$ -	$ -	$ -	$ -	$ -	$ 99,999
A	**Phase 1 - Preliminary Engineering**							
	Chapter 7 - Traffic Safety Systems Fact Sheets							
	Meeting and Coordination Review Process							$ -
	QA/QC							$ -
	Additional Guidelines on Curb Ramp Scoping and Design							$ -
	Meeting and Coordination Review Process							$ -
	Perform Site Visit							$ -
	Prepare Curb Ramp design per DIB 82-4							$ -
	QA/QC							$ -
								$ -
	SIM Traffic Analysis							$ -
								$ -
	Bridge aesthetics							$ -
								$ -
	Additional effort in drainage design							$ -
	Research as builts in County of LA and Caltrans							$ -
	Field meeting with the City's maintenance							$ -
	Field meetings with the Caltrans maintenance (3 meetings							$ -
	Hydrology and hydraulic study area south of 33rd street							$ -
	PS&E drainage plans, profiles, cost estimates drainage improvements north of 33rd street							$ -
	QA/QC							$ -
								$ -
	TOTAL LABOR HOURS							
	TOTAL DOLLAR	$	$ -	$ -	$ -	$ -	$ -	$ -
B	**Phase 2 - Advance Planning Study (APS)**							
	90% Seismic Retrofit Design							$ -
	90% Bridge/Retaining Wall Design and Plan							$ -
	90% Bridge/Retaining Wall Check							$ -
	90% Quantities/Estimate							$ -
	90% Specifications							$ -
	100% Plans							$ -
	Additional Structural Aesthetics & Coordination							$ 14,950
								$ -
	Right of Way							$ -
	Utility Coordination							$ 26,862
	Right of Way Certification							$ 15,208
								$ -
								$ -
	TOTAL LABOR HOURS							
	TOTAL DOLLAR	$ 1	$ -	$ -	$ -	$ -	$ -	$ 57,020
C	**Phase 3 - Bid & Construction Phase Support**							-
								$ -
	TOTAL LABOR HOURS							
	TOTAL DOLLAR	$	$ -	$ -	$ -	$ -	$ -	$ -
	TOTAL LABOR HOURS							
	TOTAL LABOR DOLLAR	$ 5						$ 147,989
	TOTAL REIMBURSABLES		$ -	$ -	$ -	$ -	$ -	
	TOTAL FEE							

AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HDR ENGINEERING, INC.

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this December 20, 2016 ("Effective Date").

RECITALS

A. On June 7, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide community relations and design professional services related to the Sepulveda Bridge Widening Project ("Original Agreement").

B. On or about January 7, 2015, the Parties entered into Amendment No. 1 to the Original Agreement. On or about February 2, 2016, the Parties entered into Amendment No. 2 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1 and Amendment No. 2, is referred to herein as the Agreement.

C. On November 3, 2016, in response to a request from City for additional civil and structural engineering services, Consultant submitted a proposal for a contract change order in the amount of $98,400.

D. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to the City, and to allow the City to provide compensation for the services provided, and for changes to plans and specifications.

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

Section 1. The maximum Compensation amount set forth in Section 4(a) of the Agreement is hereby increased by $98,400, to a new maximum of $2,362,401.

Section 2. Exhibit A (Scope of Services) and Exhibit B (Compensation) of the Agreement are hereby amended to include the additional services and fees described in the letter from Consultant dated November 3, 2016, attached hereto and incorporated herein by this reference.

Section 3. Except as specifically amended by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 3 on the day and year first shown above.

CITY OF MANHATTAN BEACH

Mark Danaj, City Manager

ATTEST:

1-13-17

Liza Tamura, City Clerk

APPROVED AS TO FORM:

Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

Bruce Moe, Finance Director

HDR ENGINEERING, INC.
(CONSULTANT)

By:

Its: Thomas T. Kim, Senior Vice President

By:

Its:

12100-0001\2020172v1.doc

November 3, 2016

Mr. Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, CA 90266

Subject: Sepulveda Bridge Widening Project – Amendment No. 3
Additional Civil and Structural Engineering Services

Dear Mr. Kumar:

HDR is requesting additional compensation by means of a contract change order to complete work for the Sepulveda Bridge Widening Project (Project). This work, totaling $98,400, consists of additional professional services to: update the Project Plans, Specifications, and Estimate (PS&E) to meet the recently published 2015 Caltrans Standard Plans and Specifications in accordance with Caltrans' directive for projects that have not reached the 'Ready-to-List' (RTL) milestone prior to June 30, 2016; update of the bridge barrier design based on recently updated Caltrans structural guidelines; and other final plan changes as requested by the City (see Attachment 1).

The additional work includes the following tasks:

Task	Description	Amount
1	Update to 2015 Caltrans Standard Plans and Specifications	$64,700
2	Barrier Type 732SW Modified Structures Design Services	$23,600
3	City-Requested Plan Changes (Optional)	$10,100
	Total	**$98,400**

Below is a summary of the background and justification for additional compensation related to each of the items listed above:

Task 1: Update PS&E Package to 2015 Caltrans Standard Plans & Specifications

Negotiation with RREEF America to finalize the Access Agreement for the adjacent Manhattan Village Shopping Center in addition to ongoing negotiations with the property owner of 3500 Sepulveda Boulevard has resulted in an extension of the project schedule and completion of the PS&E package by over one year.

The 100% PS&E package was previously scheduled to be submitted in December 2015. The schedule to resubmit the 100% PS&E package to Caltrans for their review and approval is now projected to occur approximately six weeks after Notice-to-Proceed for this amendment request, and is also predicated upon completion of the ongoing negotiations with the above property owners. For a complete Project history, please see our prior amendment entitled *Sepulveda Bridge Widening Project – Amendment No. 2 – Additional Project Management, Right-of-way, Utility Relocation and Structural Design Services,* dated December 31, 2015.

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The current PS&E package and structural calculations are based on the 2010 Caltrans Standard Plans and Specifications, which were in effect at the time the design was scheduled to be completed. On December 16, 2015, Caltrans issued a directive indicating the following (see Attachment 2):

> *"The 2015 Standards shall be used on all projects that Ready to List after June 30, 2016. All on-system projects advertised, awarded and administered by others with encroachment permits issued by the district after June 30, 2016, shall use the 2015 Standards."*

As a result of this requirement to update the standards, on August 3, 2016, Caltrans notified the City that the Project design will need to incorporate the 2015 Standard Plans and Specifications since the Project will not reach the RTL milestone prior to June 30, 2016. Based on Caltrans' direction, the Project plans, specifications, and calculations will need to be updated to reflect the following 2015 standards:

- 2015 Standard Specifications
- 2015 Revised Standard Specifications
- 2015 Standard Special Provisions
- 2015 Standard Plans
- 2015 Revised Standard Plans
- 2015 Standard Plans – Errata

Resubmittal of the PS&E package will require an additional review cycle with Caltrans D7 as well as Caltrans Headquarters to approve the plans. After resubmitting the updated PS&E to Caltrans for review (assumed to be the100% PS&E Package), there will be comments that will need to be coordinated and the PS&E package finalized (Final Bid Package) and resubmitted. The anticipated scope is as follows:

- 100% PS&E Package
  - Structural Design Calculation - HDR will review Caltrans 2015 standards against structural design calculations for the Sepulveda Overhead Bridge and Retaining Wall No. 204. Calculation references and notes will be updated per Caltrans 2015 standards. Based on an initial review, HDR does not anticipate additional structural analysis and design calculations will be required. Thus, this task does not include development of additional structural analysis and design calculations which, if required by Caltrans, will require negotiated fee to cover this work.
  - Sepulveda Overhead Bridge and Retaining Wall No. 204 Plans - HDR will update the plans to show Caltrans 2015 standards on bridge and retaining wall plans. The number of plan sheets that will need to be updated are 26 bridge sheets and nine retaining wall sheets.
  - Structural Technical Specification – HDR will review the 2015 specifications to confirm structural items are included.
  - Civil Plans - Review plans against each of the standards referenced to ensure that they are still applicable.
  - Standard Special Provisions - Update to match the current standard provisions. Coordinate with Caltrans on the Special Provisions.

  Deliverables:

  - Updated Civil and Structural Plans, Technical Specifications, and Special Provisions
  - Update structural calculations to include 2015 references

- Final Bid Package
  - Design Review Conference Call - Upon receipt of City and Caltrans comments, and prior to commencing revisions, HDR will schedule a review session with both agencies, if required, to confirm intent of comments.
  - HDR will incorporate the 100% comments and submit the Final Bid Package

Deliverables:

- Signed plans, design calculations; and copy of documents in PDF format

- Schedule:
  - 100% PS&E Package - 4 weeks after written NTP is received from both the City and Caltrans
  - Final Bid Package - 3 weeks after 100% written comments are received from both the City and Caltrans

The total amount of additional budget requested to complete the work associated with Task 1 is $64,700. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to limitations and assumptions provided below.

Task 2: Barrier Type 732SW Modified Structures Design Services

Additional fee is requested for structural design and CAD services to update the project plans to reflect the use of Concrete Barrier Type 732SW Modified for the Sepulveda Overhead Bridge widening as well as the structural plans for Retaining Wall No. 204. This update is in accordance with the July 28, 2016, release of the Caltrans memorandum entitled '*New Bridge Railing with a Sidewalk: Concrete Barrier Type 732SW*' (see Attachment 3). Caltrans is requiring bridges that have not been constructed to replace Concrete Barrier Type 26 with Concrete Barrier Type 732SW. The memorandum reads as follows:

> *"For all projects proposing the use of Concrete Barrier Type 26 where the PS&E has not been finalized, Concrete Barrier Type 732SW shall be incorporated unless this would impose a significant delay in the project schedule."*

The bridge widening and retaining wall plans, which are currently at 100% level of completion, were prepared using Concrete Barrier Type 26 Modified that was 4 feet 6 inches high; thus, the replacement barrier will also need to be modified from the standard height of 2 feet 8 inches to 4 feet 6 inches high.

HDR previously developed structural calculations for the higher 4-foot 6-inch barrier that was reviewed and approved by Caltrans. Since Type 732SW barrier dimensions and reinforcement are different than the Type 26 barrier, HDR is now required to develop new structural calculations and plans that will be reviewed and approved by Caltrans. The level of effort is reflected in the following Workplan:

- 100% PS&E
  - Concrete Barrier Type 732SW Modified Design - HDR will develop structural design calculations for Concrete Barrier Type 732SW Modified using Caltrans standards, incorporating additional reinforcement to accommodate loading on the 4-foot 6-inch high barrier.
  - Sepulveda Overhead Bridge Plans - HDR will update plans to show Concrete Barrier Type 732SW on the bridge and Retaining Wall No. 204. The number of plan sheets that will need to be updated are 19 bridge sheets, one new barrier sheet, and eight retaining wall sheets.
  - Barrier Design Check – Prior to 100% submittal, HDR will complete a check of the barrier structural calculations and plans to confirm structural adequacy and ensure that details are complete and constructible.

Deliverables:

- Updated structures plans (estimate 28 sheets)

- Type 732SW Modified structural calculations

- Final Bid Package
  - Design Review Meeting - Upon receipt of City and Caltrans comments, and prior to commencing revisions, HDR will schedule a review session, if required, to confirm intent of comments.
  - HDR will incorporate the 100% comments and submit the Final Bid Package

  Deliverables:
  - Signed plans and design calculations as required by Caltrans
  - Copy of documents in PDF format to Caltrans and the City

- Schedule: Concurrent with Task 1, above.

The total amount of additional budget requested to complete the work associated with Task 2 is $23,600. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the limitations and assumptions provided below.

Task 3: City-Requested Plan Changes

The City has asked HDR to set aside a budget of around $10K for possible modifications to the current HDR-prepared 100% plans and specifications, dated February 2016, to address any additional changes that may be requested by the City's new Public Works Director and City Engineer based on their review of all project documents. This amount will not be used if no changes are made to the plans and specifications.

Thus, the total amount of additional budget requested to review and incorporate additional City comments, if needed, associated with Task 3 is $10,100. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the limitations and assumptions provided below. Schedule is contingent upon receipt of comments.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Any further delays due to negotiations with the adjacent private property owners that would affect project development and right-of-way certification efforts after this amendment is approved are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for the additional effort.
2. If the Project is put on-hold for an extended period of time and Caltrans standards, policies and procedures further change in that period of time, this amendment does not include the level of effort needed to bring the Project up to the new standards.
3. The City intends to contract with an independent structural engineer to review the constructability of the Project. Since the breadth and extent of comments are unknown at this time, an estimate of up to 57 hours is assumed to cover this effort, if needed. Changes to the plans in excess of the hours assumed are not covered in this amendment.
4. HDR's scope currently covers engineering services to support the City with regard to advertising and bidding the project. Services to support the project during construction are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for this additional effort.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this Project. Please do not hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in greater detail.

Sincerely,

HDR ENGINEERING, INC.

Girair A. Kotchian, PE
Project Manager

Thomas T. Kim, PE
Senior Vice President

CC: File

Attachment 1: HDR Fee Proposal
Attachment 2: Caltrans Memo – Implementation of the 2015 Caltrans Construction Contract Standards
Attachment 3: Caltrans Memo – New Bridge Railing with a Sidewalk: Concrete Barrier Type 732SW

ATTACHMENT NO. 1 - AMENDMENT NO. 3 FEE PROPOSAL
City of Manhattan Beach
Sepulveda Boulevard Widening Project
Supplemental PA/ED and PS&E

HDR	Hourly Rate	$262.17	$ 196.50	$ 106.89	$ 244.61	$ 266.44	$ 199.48	$ 165.25	$ 117.04	$ 263.91	$ 146.88	$ 119.16	$ 151.24	$ 92.62	TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	Reimbursable Costs						Subconsultants		TOTAL COST
Task	Description	Project Manager (Grier Kotchian)	Sr. Roadway Engineer (Joseph Dodich)	Civil Engineer (Olivia Moulton)	CADD (Mark Hayes)	Structures Manager (John Marmolejo)	Bridge Engineer (Chandi Shenoy)	Bridge Engineer (Tarpan Mehta)	Retaining Walls (Anwar Mian)	Structures (CADD) (George Rivas)	Drainage Engineer (Vishal Hagdiokar)	Civil CADD II (Patrick Murtaugh)	Structural CADD (John Vaught)	Admin II (Jennifer Thorsen)			Mileage	Postage	Reproduction	Title Reports and R/W Appraisals	Parking	Potholing	Fleris	CJ	
B	**Phase 2 - Structural Design**																								
Task 1	Update plans to 2015 Caltrans Standard Plans	8	24	24	8						2	24		8	98	$15,231.25			$750.00				$2,500.00		$19,481.25
Task 1	Update plans to 2015 Caltrans Standard Specs	4	40		8						2			4	58	$11,531.72			$250.00						$11,781.72
Task 1	Update plans to 2015 Caltrans Standard Plans and Specs					24	52		24	12			64	4	180	$32,830.51		$100.00	$500.00						$33,430.51
Task 2	Update plans to Type 732(W) Modified barrier					24		24	8	8			64	4	132	$23,499.06			$100.00						$23,599.06
Task 3	City-Requested Plan Changes - Plan/ Constructability					8	16		16	4			8	2	57	$9,985.69			$100.00						$10,085.69
															0	$0.00									$0.00
															0	$0.00									$0.00
															0	$0.00									$0.00
	TOTAL LABOR HOURS	12	64	24	16	56	68	24	50	24	4	24	136	22	525										
	TOTAL DOLLAR	3,146.08	12,579.04	2,565.24	3,913.73	15,032.65	13,564.61	3,966.11	5,851.95	6,312.14	587.54	2,859.87	20,569.07	2,039.28		$93,078.23	$0.00	$100.00	$1,700.00	$0.00	$0.00	$0.00	$2,500.00	$0.00	$99,378.23
C	**Phase 3 - Bid & Construction Phase Support**																								
															0	$0.00									$0.00
															0	$0.00									$0.00
	TOTAL LABOR HOURS	0	0	0	0	0	0	0	0	0	0	0	0	0	0										
	TOTAL DOLLAR	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	TOTAL LABOR HOURS	12	64	24	16	56	68	24	50	24	4	24	136	22	525										
	TOTAL LABOR DOLLAR	$3,146.08	$12,579.04	$2,565.24	$3,913.73	$15,032.65	$13,564.61	$3,966.11	$5,851.95	$6,312.14	$587.54	$2,859.87	$20,569.07	$2,039.28		$93,078.23									$93,078.23
	TOTAL REIMBURSABLES																$0.00	$100.00	$1,700.00	$0.00	$0.00	$0.00			$1,800.00
	TOTAL SUBCONSULTANTS																						$3,500.00	$0.00	$3,500.00
	TOTAL FEE																								$98,378.23

ATTACHMENT NO. 2

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency

Memorandum

Serious drought.
Help save water!

To: CHIEF DEPUTY DIRECTOR
DEPUTY DIRECTORS
DISTRICT DIRECTORS
DIVISION CHIEFS

Date: December 16, 2015

File:

From: KARLA SUTLIFF
Chief Engineer
Project Delivery

Subject: **IMPLEMENTATIONS OF THE 2015 CALTRANS CONSTRUCTION CONTRACT STANDARDS**

This memorandum establishes the implementation date for the California Department of Transportation (Caltrans) Construction Contract Standards (2015 Standards). The 2015 Standards include the Standard Specifications, Standard Plans, Standard Special Provisions, Standard Bid Items, Notice to Bidders, and Bid Book.

The 2015 Standards shall be used on all projects that Ready to List after June 30, 2016. All on-system projects advertised, awarded and administered by others with encroachment permits issued by the district after June 30, 2016, shall use the 2015 Standards. Districts are encouraged to use the 2015 Standards before June 30, 2016 in order to reduce bidder confusion and minimize contract administration difficulties. The 2010 Standards will not be supported after June 30, 2017.

Training for the 2015 Standards will be provided by the Division of Engineering Services-Office Engineer (DES-OE) in the first quarter of the 2016 calendar year. The 2015 Standards are currently available at: http://www.dot.ca.gov/hq/esc/oe/construction_standards.html. DES-OE will send out a notice when the printed versions have been delivered. Subsequently, Caltrans staff should contact their Manual Coordinators to request copies and external users should contact the Department's Publications Distribution Unit for copies at: http://www.dot.ca.gov/hq/dpac/publicat.htm.

The implementation of the 2015 Standards has been shared and concurred with Design Management Board at their September 2015 meeting. If you have any questions about the 2015 Standards, please contact John McMillan, Deputy Division Chief, Division of Engineering Services at (916) 227-6300.

c: Design Management Board
Project Management Board
John McMillan, Deputy Division Chief, Division of Engineering Services

ATTACHMENT NO. 3

State of California
DEPARTMENT OF TRANSPORTATION

California State Transportation Agency

Memorandum

Serious drought.
Help save water!

To: TIMOTHY CRAGGS, Chief, Division of Design
RIHUI ZHANG, Chief, Division Of Local Assistance
THOMAS P. HALLENBECK, Chief, Division of Traffic Operations
MICHAEL D. KEEVER, Chief, Division of Engineering Services
DOLORES VALLS, Chief, Structure Maintenance and Investigation

Date: July 28, 2016

From: THOMAS A. OSTROM Shannon Post for
State Bridge Engineer
Division of Engineering Services

Subject: **NEW BRIDGE RAILING WITH A SIDEWALK: CONCRETE BARRIER TYPE 732SW**

The following new *Bridge Standard Details Sheets (XS)* for a bridge railing with a sidewalk, along with a *User Guide,* were posted on July 15, 2016 at
http://www.dot.ca.gov/des/techpubs/bsds.html
XS16-110-1 Concrete Barrier Type 732SW – Details No. 1
XS16-110-2 Concrete Barrier Type 732SW - Details No. 2

Concrete Barrier Type 732SW replaces RSP B11-54, Concrete Barrier Type 26. It is approved for MASH Test Level 2 per FHWA Letter of Eligibility B-259, dated May 6, 2016. It can be used in low speed locations only, where the posted speed limit is less than or equal to 45 mph. For posted speeds greater than 45mph, pedestrians shall be protected by a separation traffic barrier, per *Highway Design Manual 208.10.*

Concrete Barrier Type 732 is compliant with *Highway Design Manual, 208.4 Bridge Sidewalks,* which states that the minimum width of a bridge sidewalk shall be 6 feet.
http://www.dot.ca.gov/hq/oppd/hdm/pdf/english/chp0200.pdf

For all projects proposing the use of Concrete Barrier Type 26 where the PS&E has not been finalized, Concrete Barrier Type 732SW shall be incorporated unless this would impose a significant delay in the project schedule.

For projects in construction, it is recommended that Concrete Barrier Type 732SW be incorporated by contract change order for all bridges where the deck has not been placed.

Concrete Barrier Type 732SW will become a 2015 Revised Standard Plan at the next posting date at which time RSP B11-54, Concrete Barrier Type 26, will be cancelled. The *Highway Design Manual* will be updated to reflect this change.

For questions, please contact Tillat Satter at 916-227-8676.

c: DES Deputies
DES Bridge Design Office Chiefs
Shannon Post, Chief, Office of Design and Technical Services, DES
David Cordova, Office of Standards and Procedures, Division of Design
Tillat Satter, Bridge Railing Specialist, DES
Greg Kaderabek, Bridge Railing Specialist, DES

AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HDR ENGINEERING, INC.

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this August 1, 2017 ("Effective Date").

RECITALS

A. On June 7, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide community relations and design professional services related to the Sepulveda Bridge Widening Project ("Original Agreement").

B. On or about January 7, 2015, the Parties entered into Amendment No. 1 to the Original Agreement. On or about February 2, 2016, the Parties entered into Amendment No. 2 to the Original Agreement. On or about December 20, 2016, the Parties entered into Amendment No. 3 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 is referred to herein as the Agreement.

C. On July 10, 2017, in response to a request from City for additional miscellaneous project management and real property rights of way services, Consultant submitted a proposal for a contract change order in the amount of $97,000.

C. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to City, and to allow City to provide compensation for the services provided.

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

Section 1. The term of the Agreement is hereby extended to December 31, 2019, unless earlier terminated as provided in Section 3 of the Agreement

Section 2. The maximum Compensation amount set forth in Section 4(a) of the Agreement is hereby increased by $97,000 to a revised not-to-exceed compensation amount of $2,459,401.

Section 3. Exhibit A (Scope of Services) and Exhibit B (Compensation) of the Agreement are hereby amended to include the additional services and fees described in the letter from Consultant dated July 10, 2017, attached hereto and incorporated herein by this reference.

Section 4. Except as specifically amended by this Amendment No. 4, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 4 on the day and year first shown above.

City:

City of Manhattan Beach

By: _____
Mark Danaj, City Manager

ATTEST:

By: _____ 8-10-17
Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: _____
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: _____
Bruce Moe, Finance Director

Consultant:

HDR Engineering, Inc.

By: _____
Name: Thomas T. Kim
Title: Sr. Vice President

By: _____
Name: _____
Title: _____

July 10, 2017

Mr. Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, CA 90266

Subject: **Sepulveda Bridge Widening Project – Amendment No. 4**
Additional Project Management and Right-of-Way Services

Dear Mr. Kumar:

HDR is requesting additional compensation by means of a contract change order to continue work for the Sepulveda Bridge Widening Project (Project). This work consists of additional professional services for general project management support for the overall project in addition to continued right-of-way services for the remaining acquisitions and ongoing negotiations with the property owners and tenants affected by the Project. The duration for this effort is estimated to be 12 months.

The additional work includes the following tasks:

Task	Description	Amount
1	General Project Management Support Services	$37,614
2a	Right-of-way Services - Consequential Non-Residential Relocation	$30,746
2b	Right-of-way Services – Resolution of Necessity (RON) Non-Residential Relocation Support (In addition to Task 2a)	$28,640
	Total	**$97,000**

Below is a summary of the background and justification for additional compensation related to each of the items listed above:

Background

Ongoing negotiations with the property owner and tenants of 3500 Sepulveda Boulevard have resulted in extension of the project schedule beyond the timeline anticipated. The proximity of the proposed improvements with regard to the various businesses adjacent to the Project coupled with the specific tenant interests recently identified will require additional time and effort to negotiate and finalize.

To-date, HDR has supported the City to complete the following right-of-way activities:

- Negotiated with RREEF and US Bank to finalize the Access Agreement for the adjacent Manhattan Village Shopping Center (Mall) - the Agreement has been

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executed providing access to the project site concurrent with the Mall's reconstruction plans
- Executed 11 easements with the Manhattan Village Mall development; their entitlement required the property owner to dedicate six (6) Temporary Construction Easements and five (5) Caltrans Highway Easements
- Donation from Chevron USA for one (1) Caltrans Highway Easement, which has been executed
- Received an Irrevocable Offer to Dedicate (IOD) for one (1) Caltrans Highway Easement – 3500 Sepulveda Blvd.
- Preparation of Temporary Construction Easement (1), Caltrans Highway Easement (1), and Caltrans Maintenance Easement (1) for 3500 Sepulveda Blvd.
- Initiated negotiations with the Tin Roof Restaurant and Innovative Fertility Center

The remaining right-of-way activities for the Project are related to the 3500 Sepulveda Blvd. property, as follows:

- Complete the noise mitigation negotiations with the building owner
- Execute the three Caltrans easements listed above – this effort is currently on-hold pending the outcome of the noise mitigation and tenant negotiations
- Finalize the personal property relocations for the Tin Roof Restaurant
- Negotiate the relocation of the Innovative Fertility Center
- Complete negotiations to locate a Temporary Storage Container within the adjacent US Bank parking lot or the 3500 Sepulveda Blvd. parcel to store personal property items from the Tin Roof Restaurant during construction.

Once all property rights/agreements have been finalized, the right-of-way certification process with Caltrans will be completed in preparation to list the Project for construction.

Since the inception of the Project, the City has advanced a voluntary negotiation process in good faith to obtain the necessary rights to construct the Project. These negotiations have proceeded in accordance with the Environmental Commitment Record (ECR) developed in 2013 and approved by Caltrans during the prior Environmental Phase.

Change Order Request

As of the January 2017 reporting period, the right-of-way certification for the Project was anticipated to be completed by April 2017. However, it is anticipated that the remaining negotiations with the property owner and building tenants for 3500 Sepulveda Blvd., noted above, will require additional time to finalize. Due to the anticipated schedule extension, the City is considering the following two options for this property:

1. Continue voluntary negotiations with the property owner and building tenants - which does not establish a set time limit to acquire the property rights; or
2. Initiate a Resolution of Necessity and utilize the eminent domain process to acquire the necessary property rights.

Specific efforts corresponding with each option are further discussed below.

Task 1: General Project Management Support Services

An increase in budget is requested to continue ongoing project management activities required due to the extension of the project schedule, as follows:

- Manage and coordinate team/subconsultant progress and submittals, as needed
- Support the City with on-going coordination with Caltrans and Metro
- Conduct various correspondences and meetings with City staff, City Attorney, and Caltrans staff, including conference calls, e-mails, and in-person meetings, as required, to support project development and to RTL (Ready-to-List) the Project
- Attend additional meetings with Caltrans discipline leads, as required
- Prepare Monthly Progress Reports and Invoices

The total amount of additional budget requested to complete the work associated with Task 1 is $37,614. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the limitations and assumptions provided below.

Task 2: Right-of-Way Services

An increase in budget is requested to continue the outstanding right-of-way activities for the Project identified above. As requested by the City, the fee proposal was developed based on the two options presented. For estimating purposes, it is assumed that the Fertility Center will be relocated to a comparable location.

Task 2a - Consequential Non-Residential Relocation - HDR will continue to provide the following relocation services on an as-needed basis:

- Support the City with on-going negotiations with adjacent property owners
- Coordinate with the business owners to ascertain relocation needs
- Inform business owners of available relocation assistance services and benefit and explain the relocation process
- Prepare notices under the direction of the City and deliver required notices, which may include Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices, as appropriate
- Provide on-going relocation advisory assistance to business owners
- Provide field surveillance and documentation of business relocations, when required
- Provide business owners with referrals to comparable business locations and assist in any planning and/or permitting issues
- Negotiate with business owner for fixture, furniture and equipment (FF&E) as may be required
- Obtain certificate of abandonment vacancy inspection and submit all the claims to City
- Prepare specifications for the move and inventory of personal property, coordinating with property owner to assure that there is no dispute with property owner, if the owner is not business owner
- Obtain minimum of two bids from movers that are suited to the type of business being relocated
- Monitor the actual move to a replacement site and re-establishment activities, as necessary
- Submit all claims with backup documents for City review, approval and payment processing
- Implement and comply with Uniform Act guidelines

The total amount of additional budget requested to complete the work associated with Task 2a is $30,746. The attached fee proposal provides a detailed breakdown of HDR's

costs, indicating the estimated number of hours and associated fee for each work element, in addition to the limitations and assumptions provided below.

Task 2b - Resolution of Necessity Non-Residential Relocation Support – In addition to the services listed under Task 2a, HDR will provide the following relocation services to support the Resolution of Necessity process:

- Provide ongoing consultation services, attend meetings with City staff, City Attorney, and property owners, as required
- Assist City and City Attorney with potential claim for loss of business goodwill
- Provide relocation advisory assistance with the tenants
- FF&E coordination
- Support City with preparation of the RON hearing and notices
- Review all claims with backup documents, make recommendations for payments

HDR will deliver the following items to the City:

- Copies of all notices, claim forms, justification, and backup documentation
- Progress status reports
- Provide copies of all moving cost estimates
- Electronic copies of all documents upon closeout

The total amount of additional budget requested to complete the work associated with Task 2b is $28,640. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the limitations and assumptions provided below.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Services encompassed with this amendment would be delivered on a time and materials basis up to the amendment limit. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for any additional effort beyond the amendment.
2. For the purposes of this amendment, due to various pending decisions, the timeline for completing the remaining tasks is anticipated to take an additional one year from the date this request is executed.
3. For estimating purposes, it is assumed that the Innovative Fertility Center will be relocated to a comparable location.
4. Any further delays due to negotiations with the adjacent private property owners that would affect project development and right-of-way certification efforts after this amendment is approved are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for the additional effort.
5. If the Project is put on-hold for an extended period of time and Caltrans standards, policies and procedures further change in that period of time, this amendment does

not include the level of effort needed to bring the design plans up to the new standards.

6. HDR's scope currently covers engineering services to support the City with regard to advertising and bidding the project. Services to support the project during construction are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for this additional effort.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this Project. Please do not hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in greater detail.

Sincerely,

HDR ENGINEERING, INC.

Girair A. Kotchian, PE
Project Manager

Thomas T. Kim, PE
Senior Vice President

CC: File

Attachment 1: HDR Fee Proposal

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors dated May 17, 2017, the following resolution was unanimously adopted:

> **"RESOLVED,** that effective immediately and until termination of said individual from the Corporation, or until recision by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:
>
> . . . Brent R. Felker – Executive Vice President . . .
> . . . Randy N. Altshuler – Senior Vice President . . .
> . . . Amy A. Gilleran – Senior Vice President . . .
> . . . Sharon M. Greene – Senior Vice President . . .
> . . . Thomas T. Kim – Senior Vice President . . .
> . . . Michael I. Schneider – Senior Vice President . . .
> . . . Kip D. Field – Vice President . . .
> . . . Aaron M. Meilleur – Vice President . . .
> . . . Jonny B. Rohrer – Authorized Representative . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED July 21, 2017.

HDR ENGINEERING, INC. CORPORATE SEAL NEBRASKA CORPORATION

(CORPORATE SEAL)

Bonnie J. Kudron

Bonnie J. Kudron, Assistant Secretary

AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HDR ENGINEERING, INC.

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this August 21, 2018 ("Effective Date").

RECITALS

A. On June 7, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide community relations and design professional services related to the Sepulveda Bridge Widening Project ("Original Agreement").

B. On or about January 7, 2015, the Parties entered into Amendment No. 1 to the Original Agreement. On or about February 16, 2016, the Parties entered into Amendment No. 2 to the Original Agreement. On or about December 20, 2016, the Parties entered into Amendment No. 3 to the Original Agreement. On or about August 1, 2017, the Parties entered into Amendment No. 4 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 is referred to herein as the Agreement.

C. On July 16, 2018, in response to a request from City for additional miscellaneous project management services, real property rights of way services and engineering services to update the Plans, Specifications and Estimate Package, Consultant submitted a proposal for a contract change order in the amount of $279,710.

D. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to City, to allow City to provide compensation for the services provided, and to extend the term.

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

Section 1. The term of the Agreement is hereby extended to December 31, 2020, unless earlier terminated as provided in Section 3 of the Agreement

Section 2. The maximum Compensation amount set forth in Section 4(a) of the Agreement is hereby increased by $279,710 to a revised not-to-exceed compensation amount of $2,739,111.

Section 3. Exhibit A (Scope of Services) and Exhibit B (Compensation) of the Agreement are hereby amended to include the additional services and fees described in the letter from Consultant dated July 16, 2018, attached hereto and incorporated herein by this reference.

Section 4. Except as specifically amended by this Amendment No. 5, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 5 on the day and year first shown above.

City:

City of Manhattan Beach

By: _____
Bruce Moe, City Manager

ATTEST:

By: _____ 8-27-18
Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: _____
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: _____
Steve Charelian, Interim Finance Director

Consultant:

HDR Engineering, Inc.

By: _____
Name: THOMAS T. KIM
Title: SENIOR VICE PRESIDENT

By: _____
Name: _____
Title: _____

July 16, 2018

Mr. Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, CA 90266

Subject: **Sepulveda Bridge Widening Project – Amendment No. 5 Additional Project Management, Final Design and Right-of-Way Services**

Dear Mr. Kumar:

HDR is requesting additional compensation by means of a contract amendment to continue work for the Sepulveda Bridge Widening Project (Project). This work consists of additional professional services for general project management support for the overall project in addition to updating the Plans, Specifications, and Estimate (PS&E) package, and continued right-of-way services for the remaining acquisitions and negotiations with the property owners and tenants affected by the Project.

The additional work includes the following tasks:

Task	Description	Amount
1	Project Management Support Services	$38,695
2	Right-of-way Services – Resolution of Necessity (RON), Non-Residential Relocation Support	$90,027
3	Final Design Services/PS&E Update	$150,988
	Total	**$279,710**

Below is a summary of the background and justification for additional compensation related to each of the items listed above:

Background

This amendment serves as a continuation of Amendment No. 4, which was executed effective August 1, 2017, to support ongoing negotiations with the property owner and tenants of 3500 Sepulveda Boulevard. The negotiations with the tenants have resulted in extension of the project schedule beyond the 12-month timeline previously anticipated in Amendment No. 4 – ending July 2018.

hdrinc.com

3230 El Camino Real, Suite 200, Irvine, CA 92602
T 714.730.2300 F 714.730.2301

As further described below, the City has been actively negotiating with the adjacent property owners and tenants to obtain the necessary rights to construct the Project. Concurrent with voluntary negotiations advanced thus far, the City adopted a RON to acquire a Temporary Construction Easement (TCE) and a Permanent Highway Maintenance Easement for the property identified as 3500 N. Sepulveda Boulevard. In addition, City Council approved a payment to Tin Roof Bistro (a tenant at the subject property) for storage relocation costs in connection with the Project. The RON and payment were approved by City Council on June 5, 2018. These are the final ROW-related issues to advance the Project to the construction phase.

To-date, HDR has supported the City to complete the following right-of-way activities:

- Negotiated with RREEF and US Bank to finalize the Access Agreement for the adjacent Manhattan Village Shopping Center (Mall) - the Agreement has been executed providing access to the project site concurrent with the Mall's reconstruction plans
- Executed eleven (11) easements with the Mall development; their entitlement required the property owner to dedicate six (6) Temporary Construction Easements and five (5) Caltrans Highway Easements
- Executed one (1) Caltrans Highway Easement donated by Chevron USA
- Received an Irrevocable Offer to Dedicate (IOD) for one (1) Caltrans Highway Easement for 3500 Sepulveda Boulevard
- Executed three (3) Caltrans easements: Temporary Construction Easement (1), Caltrans Highway Easement (1), and Caltrans Maintenance Easement (1) for 3500 Sepulveda Boulevard
- Initiated negotiations with the Innovative Fertility Center (a tenant at the subject property) and researched comparable options to relocate the Center, if needed
- Completed noise mitigation negotiations with the owner of 3500 Sepulveda Boulevard
- Completed negotiations to locate a temporary storage container within the 3500 Sepulveda Boulevard parcel to store personal property items from the Tin Roof Bistro during construction
- Finalized the personal property relocation agreement and right-of-entry agreement for the Tin Roof Bistro

The remaining right-of-way activities for the Project related to the 3500 Sepulveda Boulevard property, include the following:

- Completion of the escrow process for the Tin Roof Bistro
- Concluding negotiations with the Innovative Fertility Center to acquire the necessary property rights
- Advancing the Caltrans right-of-way certification process in preparation to RTL (ready-to-list) the Project for construction
- Finalizing the agreement with the various utility companies impacted by the Project and coordinating the relocation effort
- Coordinating with the Mall representatives, including RREEF, JLL and their contractors

In addition to the remaining right-of-way effort, Caltrans is requiring that the 100% PS&E package and supporting documents, which were previously completed and have been on hold since July 2017, would need to be resubmitted for review and approval by Caltrans to

ensure that recent changes in design standards, specifications and policies/guidelines are incorporated into the bid set.

Project Timeline

For the purposes of this amendment, the timeline for completing the remaining right-of-way tasks, obtaining possession to enter the 3500 Sepulveda Boulevard property, finalizing the construction bid package, and beginning construction is anticipated to take an additional 16 months from the date the City Council adopted the RON process (June 2018). This timeline is estimated as follows:

- Obtain right-of-way possession/rights – 7 months (January 2019)
- RTL and right-of-way certification - 3 months (April 2019)
- Caltrans approval of construction documents - 3 months (July 2019)
- Advertise and award construction contract - 3 months (October 2019)

Based on the above schedule, the start of construction is anticipated during the fall of 2019.

Change Order Request

Specific efforts corresponding with each task are further discussed below:

Task 1: Project Management Support Services

An increase in budget is requested to continue ongoing project management activities required due to the extension of the project schedule, as follows:

- Manage and coordinate team/subconsultant progress and submittals, as needed
- Support the City with on-going coordination with Caltrans and Metro
- Support the City with on-going negotiations with property owners/tenants
- Conduct various correspondences and meetings with City staff, City Attorney, and Caltrans staff, including conference calls, e-mails, and meetings, as required, to support project development, right of way certification, and RTL the Project
- Attend additional meetings/workshops with Caltrans discipline leads, as required
- Prepare Monthly Progress Reports and Invoices
- Document Control

The total amount of additional budget requested to complete the work associated with Task 1 is $38,695. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Task 2: Right-of-Way Services

An increase in budget is requested to continue the outstanding right-of-way activities for the Project identified above. The City has initiated a RON and will utilize the eminent domain process to acquire the necessary property rights. Once possession and/or right-of-entry is obtained, HDR will complete the Caltrans right-of-way certification process in preparation to RTL the Project.

HDR would provide the following relocation services on an as-needed basis to support the City's right-of-way attorney and RON process:

- Provide ongoing consultation services, attend meetings with City staff, City Attorney, and property owners
- Support City with preparation of the RON hearing and notices and depositions
- Assist City and City Attorney with determining property rights, preparing agreements, and determining potential loss of business and goodwill
- Prepare the right-of-way certification package
- Provide relocation advisory assistance to business owners
- Review claims with backup documents, and make recommendations for payments
- Inform business owners of available relocation assistance services and benefit, and explain the relocation process
- Coordinate with business owners to ascertain relocation needs
- Provide field surveillance and documentation of business relocations, when required
- Provide business owners with referrals to comparable business locations and assist in any planning and/or permitting issues
- Negotiate with business owners for fixture, furniture and equipment (FF&E) as may be required
- Implement and comply with Uniform Act guidelines
- Obtain certificate of abandonment vacancy inspection and submit all the claims to the City
- Prepare specifications for the move and inventory of personal property, coordinating with property owners
- Obtain minimum of two bids from movers that are suited to the type of businesses being relocated
- Monitor the actual move to a replacement site and re-establishment activities, as necessary
- Submit all claims with backup documents for City review, approval and payment processing

HDR will deliver the following items to the City:

- Copies of all notices, claim forms, justification, and backup documentation
- Progress status reports
- Copies of all moving cost estimates
- Electronic copies of all documents upon closeout

An Agreement was executed in March 2017 with the Mall to provide access to the Project site via the upper parking lot concurrent with the Mall's reconstruction plans. Due to the progress of the Mall's reconstruction in advance of the Sepulveda Project, it is anticipated that additional coordination with RREEF/JLL and their engineers/contractors may be required to coordinate both projects and address possible modifications to the project site and/or access routes assumed in the prior Access Agreement.

In addition, HDR will support the City's outreach and coordination efforts with adjacent businesses such as Citibank and other nearby tenants of the Mall, specifically working with JLL and their contractors, WE O'Neil, etc. as well as businesses on the west side of Sepulveda Boulevard.

The total amount of additional budget requested to complete the work associated with Task 2 is $90,027. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Task 3: Final Design Services/PS&E Update

An increase in budget is requested to resubmit the PS&E package to Caltrans for their review and approval. The PS&E package was previously submitted to Caltrans in May 2017. Based on the above timeline, the current schedule to resubmit the PS&E package to Caltrans is now projected to occur around September 2018.

Resubmittal of the PS&E package will require two additional review cycles with Caltrans District 7 and potentially Caltrans Headquarters to approve the plans and specifications. After resubmitting the updated PS&E to Caltrans for review (assumed to be the 100% PS&E Package), there will be comments that will need to be addressed and the PS&E package finalized (RTL Package) and resubmitted. Concurrent with the update to the plan set and specifications, the engineer's cost estimate would also need to be updated to reflect current year unit pricing. The anticipated scope is as follows:

- 100% PS&E Package
  - Plan Set - Review plans against the latest standards to confirm that they are still applicable. Caltrans standard plans have been updated twice since July 2017, the latest edition was in April 2018
  - City Special Provisions – review the latest City specifications to confirm they are consistent with the plans and Caltrans' latest standards
  - Caltrans Standard Special Provisions - Coordinate with Caltrans to confirm standard special provisions are consistent with plans and Caltrans' latest standards and update as required
  - Cost Estimate - update quantities and unit pricing

  Deliverables:

  - Updated Civil and Structural Plans, City and Caltrans Special Provisions, and cost estimate

- RTL Package
  - Design Review Conference Call - Upon receipt of City and Caltrans comments, and prior to commencing revisions, HDR will schedule a review session with both agencies, if required, to confirm intent of comments
  - HDR will incorporate the 100% comments and submit the Final RTL Package, including environmental certification, right-of-way certification, utility certification, and update the Storm Water Data Report (if required by Caltrans)

  Deliverables:

  - Signed RTL Package; submit documents in PDF format and hard copies, as needed

- Schedule:
  - 100% PS&E Package - 6 weeks after written NTP is received
  - RTL Package - 4 weeks after 100% written comments are received from both the City and Caltrans

In February 2017, HDR performed an environmental re-validation for the Project, which was submitted to Caltrans on March 1, 2017. Advertising of the project and start of construction is anticipated to occur in mid to late 2019 – approximately 2-1/2 years since the last re-validation. Given the above duration, Caltrans may require an update to the NEPA/CEQA Re-Validation Form to account for any changes in the project scope, setting, effects, mitigation measures, or requirements. In addition, negotiations with the adjacent tenants my require modifications to the Environmental Commitments Record (ECR) for the Project. The anticipated scope includes the following:

- NEPA/CEQA Determination Letter
- Updated NEPA/CEQA Re-Validation Form
- Updated ECR, if required

The total amount of additional budget requested to complete the work associated with Task 3 is $150,988. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Services encompassed with this amendment would be delivered on a time-and-materials basis up to the amendment limit. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for any additional effort beyond this amendment.
2. For the purposes of this amendment, due to various pending decisions, the timeline for completing the remaining tasks is anticipated to take an additional 16 months from the date this request is executed.
3. Any further delays due to negotiations with the adjacent private property owners that would affect project development and right-of-way certification efforts after this amendment is approved are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for the additional effort.
4. If the Project is put on-hold for an extended period of time and Caltrans standards, policies and procedures further change in that period of time, this amendment does not include the level of effort needed to bring the design plans up to the new standards.
5. HDR's scope currently covers engineering services to support the City with regard to advertising and bidding the Project. Services to support the Project during construction are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for this additional effort.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this Project. Please do not hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in greater detail.

Sincerely,

HDR ENGINEERING, INC.

Girair A. Kotchian, PE
Project Manager

Thomas T. Kim, PE
Senior Vice President

CC: File

Attachment 1: HDR Fee Proposal

HDR

ATTACHMENT NO. 1 - AMENDMENT NO. 5 FEE PROPOSAL
City of Manhattan Beach
Sepulveda Boulevard Widening Project
Additional PS&E and Right-of-way Support

Task	Hourly Rate	$ 282.33	$ 211.66	$ 127.36	$ 200.22	$ 189.64	$ 162.87	$ 129.64	$ 256.36	$ 172.40	$ 212.02	$ 195.27	$ 197.97	$ 90.75	$ 110.27	$ 142.98	$ 89.14	TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	HDR Reimbursable Costs					Subconsultants			TOTAL COST
	Description	Project Manager (Dolan Gaskins)	Sr. Roadway Engineer (Steven Church)	Civil Engineer (Jessica Sisler)	SA/QC (Mark Conley)	Structures Manager (John Hernandez)	Bridge Designer (Jim Vaughn)	Publishing Mgr (Arman Malik)	Structures (SA/QC) (George Reed)	Bridge Engineer (Tuan Mai Ho)	Drainage Engineer (Myles Hamlin)	Traffic Engineer (Hunt Ho)	Right-of-Way Agent (Thomas Hindsbrand)	Right-of-Way Agent/ Utilities (Jennifer Cole)	CADD II (Harry Lin)	Structural CADD (Lynda Dinh)	Admin II (Jennifer Thorn)			Mileage	Postage	Reproduction	Title Reports and R/W Appraisals	Publishing	Doc Tourism	SWA Environmental	Hours	
Task 1	Project Management Support Services																											
	Coordination and Meetings																	0	$0.00									$0.00
	City/Caltrans/Metro Coordination (4 hrs/month)	64		24										12			8	108	$23,012.87									$23,012.87
	Additional Meetings and Coordination (included in Tasks 2 & 3)																	0	$0.00									$0.00
	Administration																	0	$0.00									$0.00
	Project Scheduling																	0	$0.00									$0.00
	Document Control	40															44	84	$15,681.94									$15,681.94
	Progress Reports and Invoices (18 months)																	0	$0.00									$0.00
	TOTAL LABOR HOURS	104	0	24	0	0	0	0	0	0	0	0	0	12	0	0	52	192										
	TOTAL DOLLAR	$29,362.82	$0.00	$3,056.34	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,088.34	$0.00	$0.00	$5,166.00		$38,694.82	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,694.82
Task 2	Right-of-Way Services																											
	Right-of-Way																	0	$0.00	$400.00		$450.00						$1,050.00
	Support Resolution of Necessity (RON)/Eminent Domain Process	32		8									24	44				108	$18,798.83									$18,798.83
	Caltrans Right-of-Way Certification	8											12	40				58	$7,138.05									$7,138.05
	Meetings & Coordination with City Staff/Attorney	32											32	32				96	$18,274.43									$18,274.43
	Meetings & Coordination w/ Property Owners/Tenants	16											16	24				56	$9,863.44									$9,863.44
	Meetings & Coordination w/ RREEF/JEL (Mall)	16		16											4		4	40	$7,394.94									$7,394.94
	Outreach with adjacent businesses in vicinity of project	24		8										32				64	$10,444.96									$10,444.96
	Utility Coordination/Certification/Utility Agreements	4	4	16										24	4		4	56	$7,632.28									$7,632.28
	Attend Depositions	32															10	42	$10,632.05									$10,632.05
	TOTAL LABOR HOURS	160	4	48	0	0	0	0	0	0	0	0	84	196	8	0	18	518		$400.00	$0.00	$450.00	$0.00	$0.00	$0.00	$0.00	$0.00	$90,026.00
	TOTAL DOLLAR	$45,173.13	$846.64	$6,057.60	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,629.11	$17,792.67	$882.19	$0.00	$1,604.32											
Task 3	Final Design Services/PS&E Update																											
	100% PS&E Plan Set																	0	$0.00	$450.00	$400.00	$1,500.00						$2,350.00
	Update Plan Set (Civil/Structural) - 100% PS&E Package	16	24	60		16	24	8		12	8	12			24	16	2	222	$38,622.46								$8,000.00	$46,622.46
	Update Special Provisions	2	16														2	20	$4,150.71									$4,150.71
	Update Cost Estimate	2	4	24		4	8	2		2							2	46	$7,397.56									$7,397.56
	Update SWDR	2	4	8							16						2	32	$6,021.94									$6,021.94
	QA/QC	4	8		16				8			6					4	46	$11,063.50									$11,063.50
	Caltrans PDT Meetings (2x meetings)	24	16	24		4	4							16	4		4	96	$17,319.20									$17,319.20
	RTL Package																	0	$0.00		$400.00	$3,500.00						$3,900.00
	Review Session/Workshop with Caltrans	8	8	6										6			4	28	$4,671.68									$4,671.68
	Incorporate Caltrans Comments	8	8	16		8	16	4		6	4	4		4	8	4	4	92	$16,071.46									$16,071.46
	Prepare Ready -To List (RTL) Package	16	16	48									4	4	8	8	2	106	$17,397.05									$17,397.05
	QA/QC	8			8				4								4	22	$5,428.12									$5,428.12
	Environmental Re-validation																	0	$0.00									$0.00
	NEPA/CEQA Determination Letter	2																2	$564.66						$2,500.00			$3,064.66
	Updated NEPA/CEQA Re-Validation Form and ECR	4																4	$1,129.33						$5,000.00			$6,129.33
																		0	$0.00									$0.00
	TOTAL LABOR HOURS	82	107	188	24	32	56	14	12	20	28	22	4	30	42	28	30	718										
	TOTAL DOLLAR	$6,574.98	$1,888.32	$23,936.48	$4,841.34	$6,066.88	$9,143.52	$1,784.96	$3,084.15	$3,448.01	$5,936.56	$4,395.07	$791.88	$2,722.16	$4,631.56	$4,003.44	$2,673.27		$129,237.88	$400.00	$800.00	$5,000.00	$0.00	$0.00	$0.00	$7,500.00	$8,000.00	$150,937.88
	TOTAL LABOR HOURS	346	166	260	24	32	56	14	12	20	28	22	88	238	50	28	108	1434										
	TOTAL LABOR DOLLAR	$100,910.21	$22,435.97	$32,000.08	$6,941.34	$6,256.88	$9,143.52	$1,784.50	$3,084.15	$3,448.01	$5,936.65	$4,395.07	$17,420.97	$21,605.29	$5,513.69	$4,003.44	$8,974.23		$254,008.48									$254,008.48
	TOTAL REIMBURSABLES																			$1,050.00	$800.00	$5,450.00	$0.00	$0.00				$7,300.00
	TOTAL SUBCONSULTANTS																								$0.00	$7,500.00	$8,000.00	$15,500.00
	TOTAL FEE																											$278,708.48

AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND HDR ENGINEERING, INC.

This Amendment ("Amendment") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and HDR Engineering, Inc., a California corporation ("Consultant") (collectively, the "Parties") is hereby entered into as of this December 3, 2019 ("Effective Date").

RECITALS

A. On June 7, 2012, the City and Consultant entered into an agreement for professional services for the Consultant to provide community relations and design professional services related to the Sepulveda Bridge Widening Project ("Original Agreement").

B. On or about January 7, 2015, the Parties entered into Amendment No. 1 to the Original Agreement. On or about February 16, 2016, the Parties entered into Amendment No. 2 to the Original Agreement. On or about December 20, 2016, the Parties entered into Amendment No. 3 to the Original Agreement. On or about August 1, 2017, the Parties entered into Amendment No. 4 to the Original Agreement. On or about August 21, 2018, the Parties entered into Amendment No. 5 to the Original Agreement. The Original Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5 is referred to herein as the Agreement.

C. On November 13, 2019, in response to a request from City for additional miscellaneous project management services and engineering services to update the Plans, Specifications and Estimate Package, Consultant submitted a proposal for a contract change order in the amount of $89,000.

D. The Parties now desire to amend the Agreement to allow Consultant to provide additional specified services to City, to allow City to provide compensation for the services provided, and to extend the term.

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

Section 1. The term of the Agreement is hereby extended to December 31, 2022, unless earlier terminated as provided in Section 3 of the Agreement

Section 2. The maximum Compensation amount set forth in Section 4(a) of the Agreement is hereby increased by $89,000 to a revised not-to-exceed compensation amount of $2,828,111.

Section 3. Exhibit A (Scope of Services) and Exhibit B (Compensation) of the Agreement are hereby amended to include the additional services and fees described in the letter from Consultant dated November 13, 2019, attached hereto and

incorporated herein by this reference.

Section 4. Except as specifically amended by this Amendment No. 6, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 6 on the day and year first shown above.

City:

City of Manhattan Beach

By: _____
Bruce Moe, City Manager

ATTEST:

By: _____ 12-10-19
Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: _____
Quinn M. Barrow, City Attorney

APPROVED AS TO FISCAL CONTENT:

By: _____
Steve Charelian, Finance Director

Consultant:

HDR Engineering, Inc.

By: _____
Name: Thomas T. Kim, P.E.
Title: Senior Vice President

By: _____
Name: _____
Title: _____

CERTIFICATE

The undersigned hereby certifies that she is the Assistant Secretary of HDR Engineering, Inc., a Nebraska corporation (the "Corporation"), and that, as such, has custody of the minute books of the Corporation, and that, by Consent and Agreement of the Board of Directors, the following resolution was unanimously adopted:

> **"RESOLVED,** that effective immediately, and until termination of said individual from the Corporation, or until recision by the Corporation's Board of Directors, whichever occurs first, the following individuals are hereby granted the nondelegable authority to execute or approve on behalf of the Corporation, contracts, amendments or change orders for engineering services and architectural services incidental to engineering services to be rendered by the Corporation, . . . , or releases of claim or lien in connection with such services, such contracts, amendments, change orders or releases so executed or approved shall be binding upon the Corporation:
>
> . . . Brent R. Felker – Executive Vice President . . .
> . . . Randy N. Altshuler – Senior Vice President . . .
> . . . Amy A. Gilleran – Senior Vice President . . .
> . . . Thomas T. Kim – Senior Vice President . . .
> . . . Kip D. Field – Vice President . . .
> . . . Aaron M. Meilleur – Vice President . . .
> . . . Jonny B. Rohrer – Authorized Representative . . ."

The undersigned further certifies that the foregoing resolution has been spread in full upon the minute books of the Corporation and is in full force and effect.

DATED April 27, 2018.

(CORPORATE SEAL)

HDR ENGINEERING, INC. CORPORATE SEAL NEBRASKA CORPORATION

Bonnie J. Kudron

Bonnie J. Kudron, Asst. Secretary

November 13, 2019

Mr. Prem Kumar
City Engineer
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, CA 90266

Subject: **Sepulveda Bridge Widening Project – Amendment No. 6 Additional Project Management and Construction Contractor/ Construction Management Procurement Support Services**

Dear Mr. Kumar:

HDR is requesting additional compensation by means of a contract amendment to continue work for the Sepulveda Bridge Widening Project (Project). This work consists of additional professional services for: (1) Project Management and coordination; (2) construction contractor bid assistance; and (3) construction manager (CM) procurement support services.

The additional work includes the following tasks:

Task	Description	Amount
1	Project Management and Coordination Support	$50,894
2	Construction Contractor Bid Assistance	$30,386
3	CM Procurement Support	$7,720
	Total	**$89,000**

Below is a summary of the background and justification for additional compensation related to each of the items listed above:

Background

This amendment serves as a continuation of Amendment No. 5, which was executed effective August 21, 2018, to support ongoing project management services, negotiations with the property owner and tenants of 3500 Sepulveda Boulevard to support the Resolution of Necessity (RON) process, and additional final design services to update the PS&E package to reflect the latest Caltrans standards and guidelines. The negotiations with the tenants and obtaining the Caltrans right-of-way certification have resulted in extension of resources and the project schedule beyond the timeline previously assumed in Amendment No. 5, which anticipated advertising and award of the construction contract by October 2019.

Project Timeline

For the purposes of this amendment, the timeline for completing the remaining right-of-way tasks, finalizing the construction bid package, and awarding the construction

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3230 El Camino Real, Suite 200, Irvine, CA 92602
T 714.730.2300 F 714.730.2301

management and construction contracts is anticipated to extend from November 2019 to May 2020, an additional 7 months from the date the Right-of-way Certification was obtained - as summarized in the following table.

ACTIVITY	DATE
Right-of-way Certification	
Obtain Approval of R/W Certification by Caltrans	10/30/19*
Request for Authorization (RFA)	
Submit Initial RFA Package to Caltrans Local Assistance	10/25/19
Submit Draft RFA Package to Caltrans Local Assistance	11/01/19
RFA Approval by Caltrans	12/31/19
Construction Manager Procurement	
Advertise Construction Management Contract	01/02/20 – 02/02/20
Review CM Proposals and Conduct Interviews	02/03/20 – 04/03/20
CM Contract Award	05/19/20
Start CM Services	06/01/20
Construction Contractor Procurement	
Construction Contract Bid Period	01/13/20 – 03/12/20
Contractor Bid Validation (incl. Caltrans Review)	03/13/20 – 04/24/20
Construction Contract Award	05/19/20
Complete Contract Execution	05/20/20 – 6/30/20
Pre-Construction Activities	07/01/20 – 9/30/20
Start Construction Activities	10/01/20

* Denotes Actual Date

Change Order Request for Amendment No. 6

Specific efforts corresponding with each task are further discussed below:

Task 1: Project Management and Coordination Support

An increase in budget is requested to continue ongoing project management activities required due to the extension of the project schedule, as follows:

- Manage and coordinate team/subconsultant progress and submittals, as needed
- Support the City with on-going negotiations with property owners/tenants, as further defined below under Task 4
- Conduct correspondence and attend meetings with City staff, City Attorney, and Caltrans staff, including conference calls, e-mails, and meetings, as required, to support project development and RTL the Project
- Prepare Monthly Progress Reports and Invoices
- Document Control

The total amount of additional budget requested to complete the work associated with Task 1 is $50,894. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Task 2: Construction Contractor Bid Assistance

An increase in budget is requested to support the City, as follows:

- Support the City in preparing the construction contractor Request for Bid (RFB)
- Assist the City in responding to design-related questions, clarifications or approved equal requests
- Assist the City in amending or revising the Issue for Bid (IFB) documents by composing written addendum to the IFB package
- Assist the City in reviewing bids during the bidder period for conformance with the project documents
- Present observed irregularities in the bids and assist the preparation of the bid tabulations
- Prepare conformed documents incorporating changes made to the bid documents during the bid period through issued addenda and responses to bidder questions

Deliverables

- Email responses to requests by the City for information or documentation in support of the development of the IFB document.
- Exhibits and plans
- Responses to design-related questions, clarifications or approved equal requests received from bidders
- Written Addenda to the IFB package and revised plans
- Bid examination input in the form of email correspondence
- Bid tabulations
- Final conformed documents

Assumptions

- Questions submitted by qualified bidders will initially be submitted in writing to the City
- Bid period will be approximately 8 weeks in duration
- A pre-bid meeting will not be conducted by the City
- HDR is not responsible for failure to respond to a written request that was not clearly labeled and/or received after the published deadline
- Any request for an approved equal will be fully supported with technical data or other relevant information as evidence of support that the substitute meets or exceeds the current specification requirements
- The burden of proof as to the suitability, equality and compatibility rests solely with the Bidder; HDR will provide input to the City as to the suitability, equality and compatibility of the proposed equal
- HDR will not be responsible for reviewing bids for conformance with the project documents, including the following:
    - Evaluating whether or not a Contractor possesses the required license class at the time of award through Contract acceptance
    - Ensuring that subcontractors comply with the appropriate licensing requirements as identified in the State of California Public Contract Code
    - Ensuring that each Bid is accompanied by a Bid guarantee
    - Ensuring that the successful Bidder furnishes a Payment and Performance Bond
    - Evaluating contractor compliance with conditions of the Davis-Bacon Act (40 U.S.C. 276a) and the Labor Code of the State of California.

- Ensuring that Bidders list only one subcontractor for each portion of work as identified in its Bid.
- Ensuring that the Bidder perform work equivalent to a minimum of the total amount of the work with its own forces as prescribed by the City
- Determining contractor conformance with Title 49 CFR, Part 26, which dictates City's project specific goal for Disadvantaged Business Enterprise (DBE)

The total amount of additional budget requested to complete the work associated with Task 2 is $30,386. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Task 3: CM Procurement Support

An increase in budget is requested to support the City to procure the CM contract, as follows:

- Respond to technical questions during RFP solicitation period
- Review CM RFP and provide recommendations
- Assist City with review of completeness of submitted cost proposal, including appropriate staffing
- Evaluation of effort required based on anticipated schedule of construction
- Advise on reasonableness of assumptions in the cost proposal
- Review of rates for reasonableness
- Review of scope of work to verify proposed effort matches expected scope effort

The total amount of additional budget requested to complete the work associated with Task 3 is $7,720. The attached fee proposal provides a detailed breakdown of HDR's costs, indicating the estimated number of hours and associated fee for each work element, in addition to the assumptions provided below.

Assumptions

The assumptions listed below are in reference to the amendment items listed above:

1. Services encompassed with this amendment would be delivered on a time-and-materials basis up to the amendment limit. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for any additional effort beyond this amendment.
2. HDR's scope currently covers engineering services to support the City with regard to advertising and bidding the Project. Services to support the Project after the CM and construction contracts are awarded (anticipated around mid-April 2020) are not covered in this amendment. A scope of work and fee amendment will be submitted at that time to cover design services during construction (DSDC).
3. Any further delays due to negotiations with the adjacent private property owners and tenants that would affect project development efforts after this amendment is approved are not covered in this amendment. It is assumed that HDR and the City will come to a reasonable agreement as to the scope and fee for the additional effort.

4. If the Project is put on-hold for an extended period of time and Caltrans standards, policies and procedures further change in that period of time, this amendment does not include the level of effort needed to bring the design plans up to the new standards.

HDR appreciates your consideration of this request and looks forward to our continued effort in working together to successfully deliver this Project. Please do not hesitate to contact me if you have any questions regarding this budget amendment request or would like to discuss in greater detail.

Sincerely,

HDR ENGINEERING, INC.

Girair A. Kotchian, PE
Project Manager

Thomas T. Kim, PE
Senior Vice President

CC: File

Attachment 1: HDR Fee Proposal

ATTACHMENT NO. 1 - AMENDMENT NO. 6 FEE PROPOSAL
City of Manhattan Beach
Sepulveda Boulevard Widening Project
PM, Construction Contractor & CM Procurement Support

HDR	Hourly Rate	$ 289.39	$ 216.95	$ 255.78	$ 130.53	$ 322.57	$ 160.78	$ 153.49	$ 102.24			HDR Reimbursable Costs						Subconsultants				
Task	Description	Project Manager (Girair Kotchian)	Sr. Roadway Engineer (Steven Crouch)	Sr. Civil Engineer (Brooke Bannasch)	Civil Engineer (Jessica Slater)	Construction Manager (Jon Rohrer)	Right-of-Way Agent (Timothy Green)	Right-of-Way Agent (Daniel Mendoza)	Admin II (Jennifer Thoren)	TOTAL LABOR HOURS	TOTAL LABOR DOLLARS	Mileage	Postage	Reproduction	Title Reports and R/W Appraisals	Parking	Potholing	Diaz Yourman (Geotechnical/Haz. Mat.)	GPA Environmental	Gukda Surveying	Iteris (Traffic)	TOTAL COST
Task 1	**Project Management and Coordination Support**																					
	Coordination and Meetings (November 2019 - May 2020)																					$0.00
	City Coordination Mtgs (2 per month, 7 months, 14 calls)	20	6	6			6			38	$9,588.88											$9,588.88
	Caltrans Coordination (10 hours/month x 7 months)	70								70	$20,257.32											$20,257.32
	In Person Meetings with Caltrans (assume up to 4 meetings)	18	6	24						48	$12,849.43	$200.00										$12,849.43
	Administration																					$0.00
	Document Control								24	24	$2,453.66		$100.00	$264.00								$2,817.66
	Progress Reports and Invoices (2 hours/month)	14							13	27	$5,380.53											$5,380.53
										0	$0.00											$0.00
	TOTAL LABOR HOURS (TASK 1)	122	12	30	0	0	6	0	37	207												
	TOTAL DOLLAR (TASK 1)	$35,306.62	$2,603.42	$7,673.37	$0.00	$0.00	$964.69	$0.00	$3,782.73		$50,329.83	$200.00	$100.00	$264.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,893.83
Task 2	**Construction Contractor Bid Assistance**																					
	Suport Request for Bid (RFB) preparation	6	16	20		6				48	$12,258.58											$12,258.58
	Amending or revising the Issue for Bid (IFB) documents	6	12	12	8					38	$8,453.36											$8,453.36
	Update conformed documents during bid period	6	6	12	24					50	$9,674.05											$9,674.05
										0	$0.00											$0.00
										0	$0.00											$0.00
	TOTAL LABOR HOURS (TASK 2)	18	34	44	32	6	0	0	0	136												
	TOTAL DOLLAR (TASK 2)	$5,209.03	$7,610.26	$11,254.27	$4,177.00	$1,936.43	$0.00	$0.00	$0.00		$30,386.99	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,386.99
Task 3	**CM Procurement Support**																					
	Review CM RFP and provide recommendations					2				2	$645.14											$645.14
	Respond to technical questions during RFP solicitation period	2		8		4				14	$3,915.30											$3,915.30
	Review CM proposal and scope of work and fee	2				8				10	$3,159.36											$3,159.36
										0	$0.00											$0.00
										0	$0.00											$0.00
	TOTAL LABOR HOURS (TASK 3)	4	0	8	0	14	0	0	0	26												
	TOTAL DOLLAR (TASK 3)	1,157.56	0.00	2,046.23	0.00	4,516.01	0.00	0.00	0.00		7,719.80	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,719.80
	TOTAL LABOR HOURS	144	46	82	32	20	6	0	37	369												
	TOTAL LABOR DOLLAR	$41,672.21	$10,413.68	$20,973.87	$4,177.00	$6,451.44	$964.69	$0.00	$3,782.73		$88,435.61											$88,436
	TOTAL REIMBURSABLES											$200.00	$100.00	$264.00	$0.00	$0.00	$0.00					$564
	TOTAL SUBCONSULTANTS																	$0.00	$0.00	$0.00	$0.00	$0
	TOTAL FEE																					$89,000