

December 17, 2021

City of Hermosa Beach

Attn: Joseph SanClemente, PE
1315 Valley Drive
Hermosa Beach, CA 90254
P: 310.318.0238
E: jsanclemente@hermosabeach.gov

**Re: Proposal for Civil Engineering Services at Municipal Pier -
Hermosa Beach, Los Angeles County, CA**

John M. Cruikshank Consultants, Inc. (JMC2) is pleased to provide **City of Hermosa Beach** (Client) with civil and structural engineering services for the subject project. We are an experienced and insured group of professionals whose goal is to provide efficient and effective services to save you money on the back end of your project. Right from the project start JMC2 will provide you with timely, professional, and cost-effective services for your critical project. The following proposal contains our scope of services and fee.

Project Needs

- Conduct pier underside inspection and refresh construction plans, specifications, and estimates to structurally repair currently distressed concrete piles, decking, or bent caps that may require a variety of structural repairs. Work can begin in mid-January assuming the surf is reasonably calm to safely perform inspections.

References:

- *Structural Condition Assessment Municipal Pier – Hermosa Beach, California*, prepared by JMC2 and Transystems, dated 10/16/17.
- *Project Plans for CIP No. 16-629 Hermosa Beach Municipal Pier – Structural Repairs Phase III*, prepared by JMC2 dated 12/2/19. (“Plans”)
- *City of Hermosa Beach Contract Documents and Specifications for CIP No. 16-629*, by JMC2 dated January 2020. (“Specs”)
- *Client emails* received 12/1/21 to 12/14/21.

Scope of Services

Pier Underside Inspection

JMC2’s subconsultant, Duncan Engineering, will perform field work to update the size and volumes of the “High Priority Repairs” only. Freshen the “Plans and Specs” as appropriate then put out to bid. This effort would include a full swim by of the pier with visual assessment from the low tide line to the underside of the pier deck. It would not include a new Condition Assessment Report, photographs, or underwater pile cleaning of marine growth to search for new damage. A verbal debrief of the conditions observed would be made immediately after the field work is complete. Also, a short letter to the City for be issued following the inspection confirming safety conditions or any immediate issues, need to restrict vehicles, etc.

Work to include the following:

- Review of As-built drawings and previous condition surveys



- Underdeck examination
- “Swim by” water inspection - General examination
- On site exit brief to the city
- Short letter following the inspection confirming safety conditions or any immediate issues, need to restrict vehicles, etc.
- Color photographs

Note: A Full Condition Assessment should still be performed within a few years, i.e. fall of 2023 or spring of 2024, to ensure public safety and allow the City Manager to program Capital Improvement Funding for the Medium and Low Priority repairs which will become a High Priority by 2025/26.

Update Pier Repair Plans, Specifications, and Estimates

Using findings from the inspection work, JMC2’s engineering team would then update the repair methods, lengths and volumes appropriate for the current condition of the High Priority repair areas which are prioritized and shown on the 2017 set of Repair Drawings. These drawings would then be freshened with the new information and reissued as 2022 Repair Drawings for Bidding purposes. The Specifications and Engineer’s Cost Estimate would also be updated as appropriate for City solicitation for bid.

JMC² shall update the maintenance and repair plans, specifications, and estimates for the City of Hermosa Beach’s Municipal Pier based on the Pier Underside Inspection. Work shall include:

- Construction plans that include specifications to repair piles, including fiberglass jackets, resin wraps, and steel jackets.
- Specifications are for *Material Sections only* and will be included as part of the repair plans. City will provide the Contract Administrative and Boiler Plate bid specifications and documents.
- Provide Drawing Quality Control of specifications and plans.
- Short review of electrical system plans (by others) to ensure there are no work conflicts.
- Cost estimates shall be prepared and broken down for each portion of proposed repairs. Cost data will be formatted as desirable for use by the City for long term financial plan budgeting.

Construction Phase Services

The following are estimated Construction Costs required for JMC2 to provide construction phase services for this project. It should be noted that the construction support and construction completion phases are based on assumed construction schedules and material quantities for this project. The actual fee for the construction support will depend on the actual quantities of materials, the contractor’s schedule, amount of re-testing required after failed tests, and other factors impacting the design and testing schedule.

During the construction phase, it is anticipated that OSE may perform or take part in the following:

1. Attend a pre-construction meeting.
2. Review and respond to RFI’s and submittals.
3. Review of Client Structural Shop Drawings, for off-site prefabricated structural elements, specifically excluding shop or placement drawings for concrete reinforcement steel. *Please note that shop drawings are reviewed only for general*



conformance with the intent of the design and general compliance with the construction contract. Dimensions, quantities, and other considerations are not reviewed.

- 4. Process plan requests including electronic submission to project team.
- 5. Provide project development observation.
- 6. Prepare record drawings upon project closeout.

For this service, an estimate budget allotment of **48 hours** has been provided. Additional hours, if needed, will be discussed with the Client and, if approved, charged as a “Change Order” according to our hourly bill rates.

Assumptions/Conditions:

- 1. Client shall process plans through approving agencies unless otherwise requested.
- 2. Prices quoted below are for the work as stated in the “Scope of Services” portion of this proposal. Any site modifications (horizontal and/or vertical shifts) may require additional fees as outlined in the attached fee schedule.
- 3. JMC2 will be pleased to also provide the following services, which are not presently included in this proposal: preliminary design for planning approval, subsurface utility exploration, hydrology/hydraulics report, shoring plans, recycling (demolition) plans, grading and drainage plans, utility plans, horizontal control plans, retaining wall plans, surveying, tentative or final tract mapping, sewer and/or storm water sump pump designs, standard urban storm water mitigation plan (SUSMP), low impact development (LID) plans, storm water pollution prevention plan (SWPPP), erosion control plans, building sub-drain connections, street improvement/lighting plans, traffic control plans, paving plans, signing and striping plans, permit processing, QSP services, or any other surveying and/or civil engineering services.
- 4. After a 60-day period from the date of this proposal, JMC2 reserves the right to review and revise the fees shown in the investment portion and Exhibit 2 – 3.

Sustainable Development

Sustainable development refers to a mode of human development in which resource use aims to meet human needs while ensuring the sustainability of natural systems and the environment, so that these needs can be met not only in the present, but also for generations to come. Your project is unique (one-of-a-kind) so you’re best served by experienced professionals who not only understand the latest codes and technologies but can think through your project’s long-term uses and challenges. To JMC2, sustainable development occurs through project planning, teamwork, research, meticulous design, close contractor coordination, and client collaboration.

Fees

The fees to provide the above scope of services are:

Pier Underside Inspection	\$ 29,870.00
Updated Plans & Specs	\$ 14,580.00
<u>Construction Phase Services</u>	<u>\$ 10,220.00</u>
Total Fees	\$ 54,670.00

This total fee for the scope of work described in this proposal, does not include Time & Materials work, reimbursable expenses, any applicable governmental fees, title company charges, well



monuments, any sales or use tax, or other services requested by you or governmental agencies. Professional fees shall be billed monthly as they are incurred. Invoices shall be considered due and payable thirty-(30) days from invoice date. All zoning information, proof of ownership, and project communications will be provided to JMC2.

JMC2 looks forward to providing **City of Hermosa Beach** with the professional services required. Should you have any questions regarding this proposal, please contact John Cruikshank, PE, Principal Engineer, at 310.241.6550 x 228

Best regards,

JMC2 Civil Engineering

John M. Cruikshank, PE (RCE C50792)
Principal Civil Engineer

Attachments: Exhibit 1 – Conditions, Exhibit 2 – Fee Schedule

Please indicate that you have read this proposal, as well as Exhibits 1 & 2, by signing and initialing below. By doing so, you indicate that you fully accept the scope of work as well as all sections of the Exhibits.

PLEASE PROVIDE BILLING INFORMATION BELOW:

Date: _____
Signature: _____
Client Name: _____
Company Name: _____
Billing Address: _____
City, State, Zipcode: _____
Contact Telephone: _____
Email: _____



Exhibit 1

CONDITIONS

Limitation of Liability

The Client agrees to limit the liability of JMC2, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum of \$50,000 or consultant's fee, whichever is less. However, if consultant's fee exceeds \$250,000, liability to client and to all contractors and subcontractors shall not exceed \$250,000.

Permit of Entry

On private property, the client will provide for right-of-entry for JMC2 and any other personnel and equipment necessary to complete the work. On public right-of-ways, JMC2 will obtain necessary permits for right-of-entry permits. On private property, the client agrees to indemnify and hold JMC2 harmless from any damages so caused by the performance of any work on the property unless caused by the gross negligence or willful misconduct of JMC2 or its personnel.

Indemnification

The Client agrees to indemnify, hold harmless and defend the Consultant from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including but not limited to, attorney fees accruing or resulting from any and all persons, including but not limited to death, arising out of the performance or non-performance of obligations under this agreement, except that portion of the total of such loss or liability for the loss or damage found by a court or forum of competent jurisdiction to be attributable to the sole negligence of the Consultant.

Invoices (Please insert initials here _____)

JMC2 will submit invoices as stated in the proposal, or periodically. A final invoice will be submitted at the submittal of the final plans. Invoice terms are NET 30 days. A compounded service charge of 1.5% per month will be added to all accounts after 30 days and will increase to 2.5% per month after 90 days. Any Collection Agency and legal fees associated with the project will be paid for by the Client.

Forms of Payment

JMC2 accepts cash, checks, wire transfer, and credit cards. If Client pays by wire transfers or credit card, then they agree to pay the additional fee associated with this transaction. A swiped card has an additional fee of 2.75% while a manually-entered card has an additional fee of 3%.

Final Payment

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) approval and acceptance of Engineer's work by Client, (b) delivery to Client of all manuals, record drawings, any available guarantees and/or warranties for material and equipment furnished by Engineer, and any other documents required by the Contract Document, (c) receipt of Final Payment for Engineer's work by Client from Owner.

Insurance

JMC2 represents and warrants that it shall maintain in force during that period services are under this Agreement are provided, Workers Compensation Insurance as required by Law and Comprehensive General Liability insurance with aggregate limits of \$1,000,000. Costs of special insurance, if available, requested by the client, including, but not limited to, an increase in policy



limits will be charged at cost plus 15%. Evidence of the existence of the above-named insurance, on forms acceptable to the insurer, will be provided to Client upon request in writing.

Standard of Care

Services rendered by JMC2 under this agreement will be performed in a manner similar with the level and care exercised by members of the same profession performing the same services at the same time and under the same working conditions.

Oral Contracts

All contracts or agreements shall be in writing. There shall be no oral agreements or contracts. In the event any agreement or contract is in dispute, this contract shall supersede any other oral contract or agreement.

Underground Utilities

Client is aware that subsurface and surface conditions may vary from those encountered where JMC2 performs their investigations and that conclusions are based solely upon the data obtained by JMC2. JMC2 will not be responsible for interpretations by others from the data obtained. All data obtained during the investigation are subject to confirmation during construction. Client warrants that all information, plans, location of underground utilities, studies, or other materials supplied by the Client to JMC2 for use in completing JMC2's services are accurate, complete, and sufficient for use by JMC2.

Corporate Protection

The Client agrees to limit any action against the Consultant to the Consultant's entity and not to initiate any legal action against the individual principals, partners, officers, directors or employees of the Consulting Entity.

Full Services

All Consultants whether hired by the Client or the Consultant, shall perform full services for this project, including full Construction Administration and shall specify the building materials and details to be used in the project construction. Any element to be procured in a "design-build" fashion through the General Contractor, such as curtain wall, are to be reviewed and approved by the Consultant and/or other appropriate consultants.

Experienced Contractor

A contractor with demonstrated experience in completing this type, size and height of project shall be hired to construct the Project.

Substitutions

The Consultant shall have the authority to reject any substitution proposed by the Contractor which is inconsistent with the design intent of the Construction Documents.

Additional Insurance Expenses

If a Specific Project Professional Liability Insurance Policy is not or cannot be provided for this project by the Client, an additional one-time Risk Management fee shall be paid to the Consultant to cover the increase in the Consultants Professional Liability Policy premium.

WRAP Insurance Deductible Obligation

The Consultant will not be required to participate in any deductible payments that may be incurred due to claims made against the General Liability WRAP policy.



Incremental Billing

JMC2 bills in one-half ($\frac{1}{2}$) increments so any time up to 30 minutes shall be billed as a full 30 minutes (i.e., 45 minutes of labor shall be billed as one (1) full hour).

Suspension or Termination of Agreement

JMC2 shall have the right to suspend or terminate this agreement upon the occurrence of any of the following events:

- (a) Written notice from either Client or JMC2 prior to any expenses being incurred on Client's behalf,
- (b) Death of client,
- (c) Change in fifty percent (50%) or more in the ownership of client,
- (d) Any material breach by Client of any provision of this Agreement, including the failure to make any payment when due, if such material breach remains uncured for more than twenty days following written notice to Client describing the nature of the breach and demand for cure.



Exhibit 2

ENGINEERING

HOURLY RATE SCHEDULE

Effective January 2022

EXPERT WITNESS	\$ 400.00
PRINCIPAL-IN-CHARGE	\$ 250.00
SENIOR PROJECT MANAGER	\$ 215.00
PROJECT MANAGER	\$ 195.00
PROJECT ENGINEER	\$ 165.00
DESIGN ENGINEER	\$ 150.00
PROJECT DRAFTER	\$ 165.00
DRAFTER/CAD OPERATOR	\$ 130.00
ADMINISTRATIVE/SECRETARY	\$ 100.00
Reimbursable Expenses	Per Unit Charge
In-house large format copy service	\$ 5/print
In-house black and white plots	\$ 30/plot
In-house color plots	\$ 60/plot
Color Copies	\$ 0.65/page
Outside printing/media services	Cost + 15%
Postage/delivery service ⁽¹⁾	Cost + 15%
Travel: Air Fare, Car Rental, Meals, Lodging	Cost + 15%
Company Vehicle	Maximum allowed by IRS

Notes:

(1) Plans are sent out to clients via Overnight mail unless otherwise directed by Client.

(2) Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.