

**CONTRACT FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR PARKING
LOT D IMPROVEMENTS (CIP No 16-682) BETWEEN THE CITY OF HERMOSA
BEACH AND ADAMS-STREETER CIVIL ENGINEERS, INC.**

This AGREEMENT is entered into this 12th day of September, 2017, by and between the CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY") and ADAMS-STREETER CIVIL ENGINEERS, INC., a California Corporation ("CONSULTANT").

RECITALS

- A. The City desires engineering design services for the City of Hermosa Beach Municipal Parking Lot D located at corner of the intersection of Manhattan Avenue and 14th Street, Hermosa Beach. The Project is funded by the Los Angeles County Metropolitan Transportation Authority (LACMTA) Local Transportation Funds.
- B. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

1. CONSIDERATION AND COMPENSATION

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.
- C. As additional consideration, CITY agrees to pay CONSULTANT a total amount of not-to-exceed \$99,995 for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the

previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."

4. TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

5. FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

6. KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Khoon Tan, P.E. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on November 30, 2019, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.

8. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONSULTANT shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION. - GENERAL; OTHER THAN PROFESSIONAL NEGLIGENCE

- A. CONSULTANT shall indemnify, defend CITY, and hold harmless CITY, its officers, officials, employees from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. PROFESSIONAL SERVICES INDEMNITY: The CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CITY harmless from any damages, liability or cost to the extent caused by the CONSULTANT'S established and adjudicated negligence and only in direct proportion thereto. The CONSULTANT is not obligated to indemnify the CITY in any manner whatsoever for the CITY'S negligence, whether active, passive or otherwise. The CITY is not obligated to indemnify the CONSULTANT in any manner whatsoever for the CONSULTANT'S own negligence, whether active, passive or otherwise. CONSULTANT shall defend itself from any actual or alleged claims arising from the CONSULTANT'S services under this Agreement. CONSULTANT agrees to compensate the CITY for reasonable attorney fees or

expenses incurred to defend the CITY from any claims that are ultimately determined by an adjudication (or formal dispute resolution process) to have been caused by and only in direct proportion to the CONSULTANT'S negligent performance.

- B. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15. AUDIT OF RECORDS.

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16. CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

17. INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
 3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations are by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of

insurance shall be kept on file with the CITY at all times during the term of this Agreement.

- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.

18. USE OF OTHER CONSULTANTS. CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

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

21. NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

22. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Kristy Morris	Adams-Streeter Civil Engineers, Inc. 15 Corporate Park Irvine, California 92606 ATTN: Khoon Tan, P.E., Project Director

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

23. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

24. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein are generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

25. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

26. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

27. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

28. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city manager, or designee, may execute any such amendment on behalf of CITY.

29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

30. FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

31. TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.

32. ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

33. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

34. OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and work papers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.

35. DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a) (2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

OR

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a) (2) (A) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials RSF

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

1 _____
MAYOR

By:

CONSULTANT

Daniel G. Stretter
Randal L. Streeter (President and Principal
In-Charge)

ATTEST:

Elaine Doerfling
Elaine Doerfling, City Clerk

95-3567440

Taxpayer ID No.

APPROVED AS TO FORM:

Michael Jenkins
Michael Jenkins, City Attorney

EXHIBIT A- SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF WORK

A. Project Management and Administration

1. Project Coordination:

The AS team through the primary point of contact will coordinate the project with City staff, agencies, utilities, and other entities as needed during the design development and plan preparation process.

2. Project Progress Meetings:

The AS team will conduct progress meetings with the City during the course of the project. A minimum of four (4) meetings are anticipated to be held for project kick-off, the Preliminary Design Report and following the review of plans for the 60% and 90% stages of plan completion. Additional meetings that may potentially be needed, as determined during the course of the project will be scheduled on an "as-needed" basis and includes the following:

- Meeting(s) with affected utility agencies for the relocation of facilities (as applicable).
- Meeting(s) with City staff (and stakeholders as applicable) on items related to the public outreach effort, budgeting/grant funding, and other items if requested.

3. Project Submittals:

The AS team will provide the PDR as the 30% level of completion submittal for the project. Plans will be prepared and submitted at the 60%, 90% and final stages of completion once a preferred final alternative is selected for implementation by the City. The Plans, Specifications and Estimates (PS&E) documents will be provided in printed and electronic format in accordance with City requirements.

4. Project Schedule:

AS will revise and maintain the project schedule throughout the course of the project. The City will be provided with an updated project schedule whenever a revision to the schedule is made.

B. Preliminary Design Phase

1. Research:

Obtain available record drawings from the City, utility providers, and other applicable agencies for existing infrastructure information within or adjacent to the site.

2. Utility Notifications and Investigation:

A "Project Notification and Request for Information" letter will be initially sent to utility providers. All information received will be compiled and reviewed for potential conflicts with proposed work. A "Notice to Relocate" letter with the 60% completion level plans will be sent to utility providers identifying potential utility conflicts that may need to be verified and addressed. AS will continuously coordinate with affected utility providers (and City staff) for timing, verification and potential relocation of their facilities for a suitable outcome. Finally, a "Prepare to Relocate" letter with final plans will be sent to utility providers that will provide notification of imminent work to begin.

3. Topographic Survey and Base Map:

Obtain available records from the City and other applicable agencies for boundary information within or adjacent to the site. Provide a field survey for the subject property, identifying approximate property lines based upon found field evidence and record information. Obtain existing topography data, providing spot elevations and contours at a level of accuracy sufficient for development of construction documents and prepare a base map for use as the basis for design. Title reports are assumed not to be required and therefore are not included.

4. Geotechnical Investigation:

Geotechnical investigation for the Project will require a minimum of two borings to a maximum of 15 feet below grade and necessary laboratory testing. Percolation testing of two holes will also be conducted for storm water infiltration design purposes. A geotechnical design report summarizing results and recommendations will be provided for the basis of design.

5. Preliminary Site Grading & Drainage Assessment:

The assessment will include an analysis of existing grades, drainage, and other site constraints in conjunction with the development of the Preliminary Design Report to ascertain that the parking lot alternatives being proposed are feasible to implement, including fire department review for fire access considerations as applicable. Water quality related assessments as it relates to the Standard Urban Stormwater Mitigation Plan (SUSMP), Low Impact Development (LID) and Hydromodification requirements will also be made with the goal of capturing all dry-weather flows and retaining the MS4 Permit specified storm water quality design volume on-site to lessen the redevelopment's water quality impact. Infiltration will be maximized to the extent possible through landscaped areas and use of permeable materials. Drainage provisions in lieu of a swale on Palm Drive towards 14th Street (as stated in the RFP) will be further assessed since Palm Drive drains in the southerly direction towards Pier Avenue. Provisions for an on-site covered trash enclosure and grease storage will also be considered.

6. Site Lighting and Electrical System Assessment:

A lighting and electrical system assessment will be conducted for the entire parking lot to determine the following:

- Existing lighting conditions and solutions corresponding to proposed parking lot alternatives, inclusive of costs. New light standards will be specified to match existing poles and type of lighting.
- Ability of existing electrical system to support the proposed electrical vehicle charging stations with corresponding solutions and cost to address system deficiencies.

7. Preliminary Design Report (PDR):

The AS team will prepare a PDR as part of the design development process that includes three (3) alternatives along with associated design elements and details for the renovation of Parking Lot "D" as a multi-benefit demonstration project. Preliminary cost estimates for the overall alternatives and associated design elements, along with a recommendation for a preferred alternative will be provided in the report. The PDR will contain sufficient information and details for review by the Public Works Commission to select a preferred alternative for the City Council's consideration of approval. The AS team will support City staff in their public outreach efforts to notify and solicit comments from the local community and stakeholders as part of the design development process. One community outreach meeting is anticipated for this task.

8. California Environmental Quality Act (CEQA) Review:

Based on questions posed to City staff during the site visit on April 10, 2017, the Project does not involve federal funding, federal environmental laws and regulations and will therefore not require both the Preliminary Environmental Study (PES) and the National Environmental Policy Act (NEPA) compliance documents. The Project is also not tied to any State Water Resources Control Board (SWRCB) State Revolving Fund (SRF) loans requiring 'CEQA-Plus' documentation. To that end, the proposed scope of work will only include project evaluation under the CEQA Guidelines.

Using project information provided by the City, it will be determined if the Project fit the requirements for a statutory or categorical exemption. An initial review indicates that the Project may qualify for a Class 1 or Class 2 exemption (CEQA Guidelines - Existing Facilities §15301 or Replacement or Reconstruction §15302). The Exemption Form from Appendix E of the CEQA Guidelines will be prepared and filed at the County Clerk's office and the State Clearinghouse. A receipt of filing will be obtained from both entities. We have assumed that the City will pay all fees associated with filing. In support of the Categorical Exemption (CE), a memorandum will be prepared substantiating the exemption class and

address exceptions (a) through (f) of CEQA Guideline 15300.2. The City may determine that technical studies are needed or desirable to support the CE. The need and type of environmental studies to support a CE will be vetted with the City (and Caltrans if this applies as a Local Assistance Project) at the earliest stages of project initiation and scoping. Mitigated Negative Declarations, Notices of Determination, and public circulation are not required for Categorical Exemptions and have not been included in the basic scope of work and cost estimate.

C. Final Engineering Phase

1. Title Sheet and Detail Plan:

Prepare a project Title Sheet (per City template) to include the project name, City's capital improvement project (CIP) reference number, location & vicinity maps, construction notes, utility contacts, sheet index, City and design consultants signature blocks, various notices and other pertinent project information. Prepare a Detail Plan to include cross-sections, design details and other information to support the construction of proposed facilities.

2. Site Demolition Plan:

Prepare a plan for the removal of on-site items within the existing Parking Lot "D" to facilitate the construction of proposed parking, bike corral related improvements and off-site street related improvements within the public right-of-way as required.

3. Horizontal Control Plan:

Prepare a plan of the selected alternative for the renovation of Parking Lot "D" to include survey controls, horizontal dimensions, offsets, line & curve data and other pertinent information required for the layout and staking of the proposed facilities.

4. Precise Grading & Drainage Plan:

Prepare a precise grading & drainage plan that includes finish surface elevations, construction call-outs and details for the reconstruction of Parking Lot "D", inclusive of the bike corral, retaining wall and related appurtenances. The plan will show all ADA improvements to meet applicable Local, State, and Federal regulations including the length and dimension of each ADA ramps and accessible stall(s) on the site and the connection of the accessible path of travel to the existing public right of way. The on-site drainage collection and retention system will include pertinent design details to support the capture of all dry-weather flows and retention of the MS4 Permit-specified storm water quality design volume. Related public improvements along the frontage streets will be incorporated into the plan but may be prepared as a separate Street Improvement Plan if required by the City.

The design for Lot D shall take into consideration the following issues:

- The property at 1331 Manhattan Avenue uses Lot "D" to access its garage through a private gate. The property owner does not, however, have a right, prescriptive or otherwise, to use City property for access to its garage. Consequently, Lot "D" should not be designed with the intention of allowing the property at 1331 Manhattan Avenue continued access across City property.
- A retaining wall exists at the property line with 1331 Manhattan Avenue. The design of Lot "D" shall take the wall into consideration, specifically whether it exists on private property or City property, whether it is necessary to protect the properties and similar considerations.
- The design shall incorporate the grease collection container on Lot "D".

5. Hydrology & Hydraulics Report:

Perform a drainage study to determine the storm water runoff from each of the drainage areas on the site. The quantity of runoff of each catch basin, drainage inlet and/or catchment for infiltration will be calculated based on the design-year storm event required by the agency. Hydraulic calculations will also be performed to size the on-site storm drain pipes and the connections to the proposed off-site system as applicable.

6. Site Utility Plan:
Prepare a Site Utility Plan that includes a service connection for irrigation service utilizing reclaimed water (as applicable). The plan will include the service connection to the mainline in the public right-of-way, on-site service meter, backflow device and irrigation system connection point and related appurtenances.
7. Erosion Control Plan (ECP):
Prepare a ECP to show the erosion control measures required for construction activities.
8. Water Quality Management Plan (WQMP):
Prepare a Water Quality Management Plan (WQMP) for the post construction project site incorporating structural and non-structural Best Management Practices (BMPs) to reduce the storm water volume, velocity, pollutant load and dry weather flows leaving the developed site. Selection of LID designed BMPs will be coordinated with the City as part of the Preliminary Design Report. An Operations and Maintenance Plan will be included with the report to specify BMP maintenance requirements. Monitoring requirements, placement, and design of monitoring equipment are not included within this scope.
9. Parking Lot Signing & Striping Plan:
Prepare a Signing and Striping Plan to delineate the renovated parking lot layout and installation of appropriate signage related to ADA parking, metered parking, parking regulations, etc.
10. Traffic Control Plan (TCP):
A TCP for temporary traffic delineation and signing during the renovation of Parking Lot "D" may not be needed since the majority of construction will be limited to the on-site area. However, the TCP is included in scope of work in consideration of potential minor street related improvements within the public right-of-way such as ADA ramps, sidewalks and curb/gutter. The TCP will be prepared in accordance to the Manual on Uniform Traffic Control Devices (MUTCD).
11. Landscape and Irrigation Plan:
Prepare a Landscape and Irrigation Plan based on the selected alternative for the renovation of Parking Lot "D" in accordance to the Project Approach. Plan components is inclusive of planting, irrigation and hardscape sheets.
12. Electrical and Lighting Plan:
Prepare an Electrical and Lighting plan based on engineering assessment of the existing electrical distribution system and recommended lighting and power distribution. Plan drawings, details and sheet specifications will be prepared to include power distribution, site lighting and controls, and vehicle charging stations.
13. Cost Estimates:
Prepare a preliminary cost estimate for each of the three (3) alternatives as proposed by the Preliminary Design Report (PDR) for the renovation of Parking Lot "D". Cost estimates for the City-approved alternative will be further refined during the construction document phase and will be provided as part of the 60% and 100% level plan submittal to the City.
14. Project Specifications:
Prepare project specification per City "boiler-plate" template inclusive of the Special Provisions, Bid Schedule and Detailed Specifications with applicable City contract administration requirements. Progress specifications will be provided as part of the 60% and 100% level plan submittal to the City.

D. Construction Bidding Phase

The AS team will assist City staff in clarifying, analyzing and responding to any items requiring interpretation in the drawings or specifications during the bidding period.

E. Construction Support Phase

The AS team will provide construction support work upon City approval and receipt of written notification of the award of construction contract. Construction support tasks are as provided in the RFP and includes the following:

- Attend the pre-construction meeting.
- Review and approve all submittals and shop plan drawings within two (2) weeks of receipt. Review Contract Change Orders (CCO's) within two (2) working days of receipt.
- Resolve discrepancies in the contract documents at City's request.
- Prepare final "as-built" record drawing plans incorporating field markups provided by the City.
- Perform construction site visits.

F. Excluded Services:

Adams-Streeter is excluding the services listed below:

- Storm Water Pollution Prevention Plan (SWPPP) is not anticipated as the site is less than 1 acre and therefore not included in this proposal.
- Traffic Signal plans/design is not anticipated or included.
- Dry Utility Design (gas, electric, phone, cable, power pole relocation or under-grounding) is assumed not needed and not included.
- Processing for Coastal Development and other permits.
- All permit costs and/or Agency fees including fees associated with the submission of environmental documents.
- Development and implementation of a Monitoring & Sampling Plan is not included but can be provided upon request by City.
- Assistance and support related to grant funding is not included but can be provided upon request by the City under a "time and materials" basis or a "not-to-exceed/fixed fee" term.
- Acquisition of Title Reports.
- Any and all other services not specifically described as part of Scope of Services.

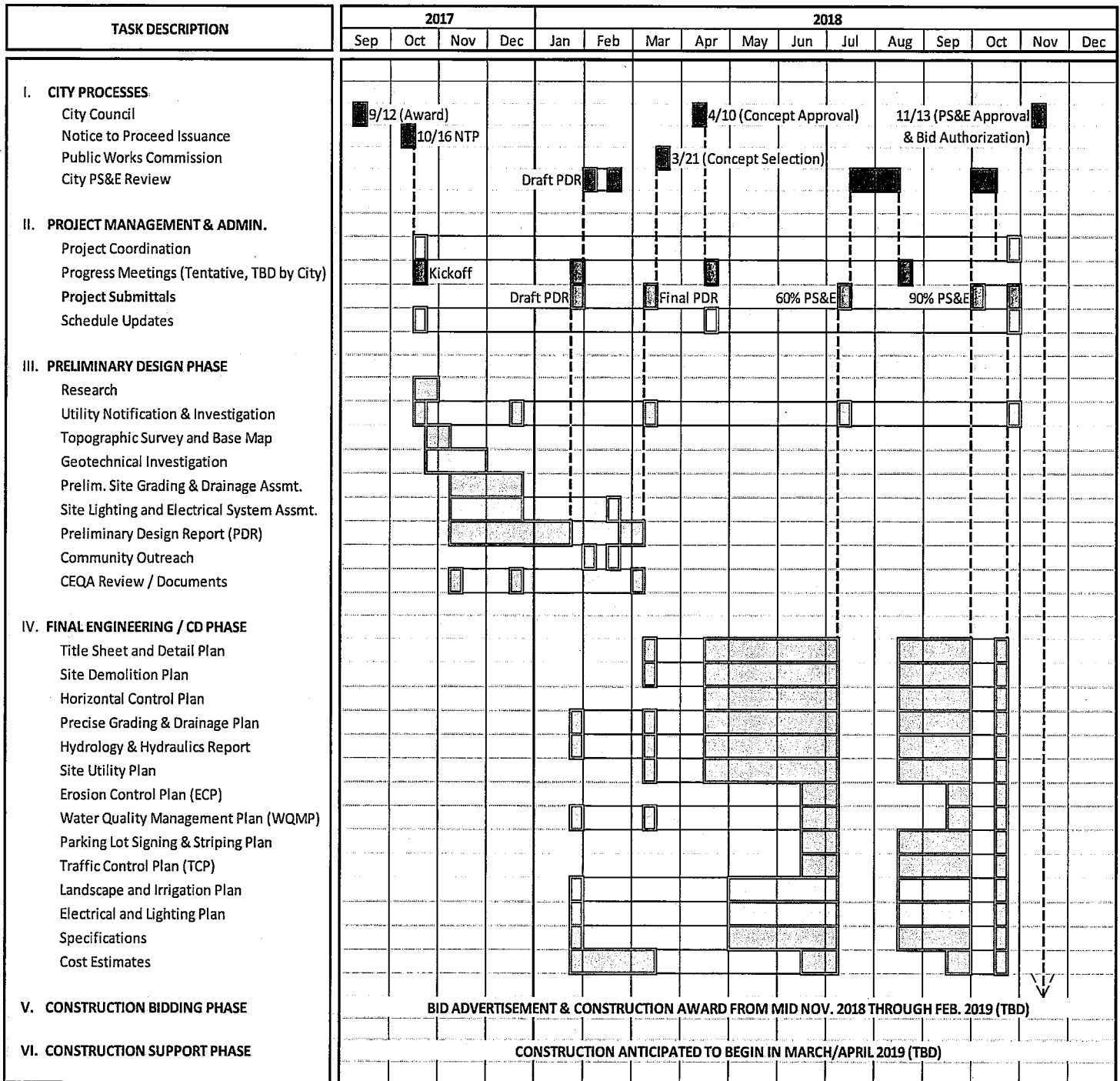
G. Project Schedule

A tentative project schedule based on a September 12, 2017 design contract award by the City Council and the issuance of the Notice to Proceed on October 16, 2017 to initiate project design is provided on page 6 of this Exhibit "A". AS will review the schedule with City staff during the kickoff meeting, provide a detailed schedule with MS Project and make adjustments to the schedule as necessary. The schedule will be maintained throughout the course of the project and updated schedules will be provided to the City for any adopted adjustments and/or revisions.

H. Fee Schedule

The project *Fee Schedule* and *Consultant Standard Hourly Fee Schedule* is provided on pages 7 through 10 of this Exhibit "A".

TENTATIVE PROJECT SCHEDULE



FEE PROPOSAL

FOR PARKING LOT "D" IMPROVEMENTS

A. FEE SCHEDULE

TASK DESCRIPTION	AS (CIVIL)	NUVIS (LS)	ECORP (ENV)	CTE (GEO)	P2S (ELEC)	TOTAL
I. PROJECT MANAGEMENT & ADMIN.						
a. Project Administration	\$1,240					\$1,240
b. Field Review & Progress Meetings	\$2,860	\$1,308				\$4,168
c. Design Team / Governmental Agency Coord.	\$1,800	\$2,392				\$4,192
					Subtotal	\$9,600
II. PRELIMINARY DESIGN PHASE						
a. Research	\$1,680	\$320				\$2,000
b. Utility Notification & Investigation	\$1,680					\$1,680
c. Topographic Survey and Base Map	\$4,690					\$4,690
d. Geotechnical Investigation				\$7,500		\$7,500
e. Prelim. Site Grading & Drainage Assmt.	\$2,860					\$2,860
f. Site Lighting and Electrical System Assmt. **					\$5,525	\$5,525
g. Preliminary Design Report (PDR)	\$4,720	\$3,798				\$8,518
h. CEQA Review / Documents			\$3,000			\$3,000
i. Community Outreach Meeting (Per Each)	\$560	\$1,400				\$1,960
					Subtotal	\$37,733
III. FINAL ENGINEERING / CD PHASE						
a. Title Sheet and Detail Plan	\$1,840					\$1,840
b. Site Demolition Plan	\$2,090					\$2,090
c. Horizontal Control Plan	\$2,590					\$2,590
d. Precise Grading & Drainage Plan	\$6,790					\$6,790
e. Hydrology & Hydraulics Report	\$3,520					\$3,520
f. Site Utility Plan	\$2,590					\$2,590
g. Erosion Control Plan (ECP)	\$2,090					\$2,090
h. Water Quality Management Plan (WQMP)	\$4,180					\$4,180
i. Parking Lot Signing & Striping Plan	\$2,135					\$2,135
j. Traffic Control Plan (TCP)	\$0	<i>(Assumed not needed)</i>				\$0
k. Landscape & Irrigation:						
Planting PS&E		\$3,128				\$3,128
Irrigation PS&E		\$2,054				\$2,054
Hardscape PS&E		\$1,724				\$1,724
l. Electrical and Lighting Plan **					*	\$0
m. Specifications	\$1,280					\$1,280
n. Cost Estimates	\$2,360					\$2,360
o. Reproducibles (Budgeted Amount)	\$1,000					\$1,000
					Subtotal	\$39,371
IV. CONSTRUCTION BIDDING PHASE						
a. Bid Phase Assistance (Budgeted Amount)	\$1,180	\$930	n/a	\$1,125	\$975	\$4,210
					Subtotal	\$4,210
V. CONSTRUCTION SUPPORT PHASE						
a. Pre-Construction Meeting	\$738	\$620			*	\$1,358
b. Review RFI, Submittals	\$1,680	\$930			*	\$2,610
c. Construction Site Visits	\$1,770	\$1,578			-	\$3,348
d. "Asbuilt" Record Drawings	\$1,090	\$675			-	\$1,765
					Subtotal	\$9,081
TOTAL	\$61,013	\$20,857	\$3,000	\$8,625	\$6,500	\$99,995

* Cost included in the various task of work shown.

** Assumes ex. electrical service is sufficient for calculated loads.

Site monitoring (Archeological/Paleontological/Native American) may be provided under a separate scope, if required.

Geotechnical observation and testing services may be provided under a separate scope, if required.

FEE PROPOSAL

FOR PARKING LOT "D" IMPROVEMENTS

B. CONSULTANT STANDARD HOURLY FEE SCHEDULE

ADAMS-STREETER CIVIL ENGINEERS

Principal	\$175.00
Project Director	\$155.00
Project Manager	\$140.00
Project Engineer	\$125.00
Design Engineer	\$110.00
CAD Designer	\$90.00
2-Man Survey Crew	\$215.00
1-Man Survey Crew	\$130.00
Survey Supervisor	\$125.00
Clerical/Word Processing	\$45.00

NUVIS LANDSCAPE ARCHITECTURE

Corporate Principal	\$200.00
Principal	\$172.00
Senior Associate	\$155.00
Associate	\$140.00
CADD Technician I	\$130.00
CADD Technician II	\$120.00
Administrative	\$85.00

CONSTRUCTION TESTING & ENGINEERING (CTE)

Principal Engineer	\$150.00
Senior Engineer/Geologist	\$130.00
Project Engineer/Geologist	\$110.00
Staff Engineer/Geologist	\$100.00
Engineering Field Technician	\$75.00
Deputy Inspector	\$70.00
Computer Operator	\$70.00
Administrative Assistant	\$65.00



ADAMS STREETER
Civil Engineers

FEE PROPOSAL

FOR PARKING LOT "D" IMPROVEMENTS

ECORP CONSULTING, INC.

Program Manager	\$185.00
QA/QC Manager	\$180.00
Principal Environmental Analyst (CEQA/NEPA)	\$180.00
Senior Environmental Analyst (CEQA/NEPA)	\$165.00
Staff Environmental Analyst (CEQA/NEPA)	\$110.00
Associate Environmental Analyst (CEQA/NEPA)	\$100.00
Assistant Environmental Analyst (CEQA/NEPA)	\$85.00
Principal Biologist	\$180.00
Senior Biologist	\$160.00
Staff Biologist	\$125.00
Associate Biologist	\$95.00
Assistant Biologist	\$85.00
Biological Technician	\$80.00
Principal Botanist / Habitat Restoration	\$150.00
Senior Botanist / Habitat Restoration	\$135.00
Assistant Botanist / Habitat Restoration	\$95.00
Cultural Resources Principal Investigator	\$180.00
Senior Cultural Specialist / Historian / Lab / Field Director	\$130.00
Cultural Resources Crew Chief	\$110.00
Cultural Resources Field Technician	\$85.00
Senior Engineer (Hydrologist)	\$200.00
Principal GIS / CADD / Graphics Specialist	\$155.00
Senior GIS / CADD Specialist	\$115.00
GIS / CADD Technician	\$95.00
Graphics Specialist	\$140.00
Senior Project Accountant / Contracts	\$170.00
Associate Project Accountant / Contracts	\$110.00
Production Coordinator / Proof Reader	\$85.00
Associate Word Processor	\$90.00
Clerical	\$90.00



ADAMS STREETER
Civil Engineers

FEE PROPOSAL

FOR PARKING LOT "D" IMPROVEMENTS

P2S ENGINEERING, INC.

PRINCIPAL ENGINEER	\$283
ENGINEER GRADE 05	\$236
ENGINEER GRADE 04	\$229
ENGINEER GRADE 03	\$197
ENGINEER GRADE 02	\$181
ENGINEER GRADE 01	\$161
DESIGN ENGINEER GRADE 05	\$197
DESIGN ENGINEER GRADE 04	\$181
DESIGN ENGINEER GRADE 03	\$161
DESIGN ENGINEER GRADE 02	\$142
DESIGN ENGINEER GRADE 01	\$126
DESIGNER GRADE 04	\$135
DESIGNER GRADE 03	\$126
DESIGNER GRADE 02	\$116
DESIGNER GRADE 01	\$110
CAD/BIM DESIGNER GRADE 04	\$111
CAD/BIM DESIGNER GRADE 03	\$102
CAD/BIM DESIGNER GRADE 02	\$90
CAD/BIM DESIGNER GRADE 01	\$82
PROJECT ASSISTANT	\$82