MEMORANDUM

TO:     CITY COUNCIL
FROM:   WHITNEY MCDONALD, DIRECTOR OF COMMUNITY DEVELOPMENT
BY:     ROBIN DICKERSON, CITY ENGINEER
         PATRICK HOLUB, PERMIT TECHNICIAN
SUBJECT: CONSIDERATION TO APPROVE AMENDMENTS TO CONSULTANT
         SERVICE AGREEMENTS FOR CIVIL ENGINEERING, CONSTRUCTION
         MANAGEMENT, MATERIALS TESTING, AND LAND SURVEYING
         SERVICES
DATE:   FEBRUARY 25, 2020

SUMMARY OF ACTION:
Approve Amendments to the Consultant Services Agreements to allow the City to
complete ongoing projects with current on call service firms.

IMPACT ON FINANCIAL AND PERSONNEL RESOURCES:
No costs are associated with the amendments. Costs will be incurred for specific
projects and services in compliance with City Council approved budgets.

RECOMMENDATION:
It is recommended the City Council approve Amendments to Consultant Services
Agreements to extend agreements with the following firms for specified services: Earth
Systems Pacific; Pavement Engineering Inc.; Cannon Corporation; MNS Engineers
Inc.; GHD; Wallace Group; Michael K Nunley and Associates; and Eikhof Design
Group.

BACKGROUND:
The use of on-call consultants has been found to be an effective tool in the delivery of
City projects and services. The current list of on-call civil engineering consultants was
established in February 2015 and those agreements will expire on February 28, 2020.
Prior to reissuing a new RFQ to establish a new on-call consultants list, staff is
recommending extension of the agreements with firms that are currently working on
active projects to allow the completion of those projects.

ANALYSIS OF ISSUES:
The intent of the on-call consultant services list is to provide the depth and breadth of
services needed that could not otherwise be completed in a timely manner with limited
City staff. Maintaining multiple consultants in a given work area provides redundancy
of services and increases the likelihood of receiving competitive proposals for a specific project. Extension of the agreements with firms that the City is working with on current projects will avoid losing progress made to date. Agreements are only being extended to on-call firms that are currently working on active projects (Table 1). All other on-call service agreements will expire on February 28, 2020 (Table 2). In the meantime, for any new project requiring consultant services, the City will use the standard RFP process to procure services until a new on-call list is established. In the next few months, staff will be preparing and issuing new On Call Service RFQ’s so that a new list of on-call service firms can be established.

### TABLE 1

**On-Call Firms with Active Projects to Extend**

<table>
<thead>
<tr>
<th>Firm</th>
<th>Current Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannon Corporation</td>
<td>1. Monument Preservation Services</td>
</tr>
<tr>
<td>Earth Systems Pacific</td>
<td>1. Compaction Testing and Geotechnical Observation for Castillo del Mar Project</td>
</tr>
<tr>
<td>Michael K. Nunley and Associates</td>
<td>1. Well 11 Project, 2. Trenchless Sewer Rehab Project</td>
</tr>
<tr>
<td>MNS Engineers</td>
<td>1. On-Going Map Checking</td>
</tr>
<tr>
<td>Pavement Engineering, Inc.</td>
<td>1. Materials Testing and Quality Services</td>
</tr>
</tbody>
</table>

### TABLE 2

**On-Call Consultant Firms with No Active Projects to Expire**

<table>
<thead>
<tr>
<th>Firms</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Technical Services Inc.</td>
</tr>
<tr>
<td>Lenhard Engineering, Inc.</td>
</tr>
<tr>
<td>Stantec Consulting Services</td>
</tr>
</tbody>
</table>
ALTÉRATIVOS:
The following alternatives are provided for the Council’s consideration:

1. Approve Amendments and extend Agreements to allow work to be completed on current projects;
2. Modify Amendments and extend Agreements for a different term;
3. Allow the Agreements to expire and terminate work in progress; or
4. Provide direction to staff.

ADVANTAGES:
Approving Amendments to the Consultant Service Agreements will continue to allow the City to provide high quality services and projects within a reasonable time-period on projects that are currently underway.

Over time, the on-call firms are developing a better understanding of the City's procedures, practices, and expectations ultimately enhancing efficiency and product delivery. Issuing RFPs for individual projects and working with a new firm for each one results in lost efficiencies.

DISADVANTAGES:
None known at this time.

ENVIRONMENTAL REVIEW:
Environmental review is not required for the extensions of these contract agreements. Each project completed will evaluate environmental impacts on a project-by-project basis.

PUBLIC NOTIFICATION AND COMMENTS:
The Agenda was posted at City Hall and on the City’s website in accordance with Government Code Section 54954.2. At the time of report publication, no comments have been received.
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 2

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and EARTH SYSTEMS PACIFIC ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1(" TERM") of the Agreement, shall be modified in its entirety to read as follows:

   This Agreement shall be extended and remain and continue in effect until September 30, 2020, or such date that the work is completed or unless sooner terminated pursuant to the provisions of this Agreement.

2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

EARTH SYSTEMS PACIFIC

By:________________________________

CITY OF ARROYO GRANDE

By:________________________________
Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. Compaction Testing and Geotechnical Observation for Castillo del Mar Project
March 6, 2019

Mr. John Benedetti
Assistant Engineer
Community Development, City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

PROJECT: CITY OF ARROYO GRANDE – CASTILLO DEL MAR EXTENSION
CASTILLO DEL MAR AT VALLEY ROAD
ARROYO GRANDE, CALIFORNIA

SUBJECT: Proposal to Provide Compaction Testing and Geotechnical Observation

REF.: City of Arroyo Grande RFP email from Mr. John Benedetti dated March 5, 2019

Dear Mr. Benedetti:

As requested, we have developed this proposal to provide compaction testing and geotechnical observation during the planned Castillo Del Mar Extension in Arroyo Grande, California. Based upon the referenced email, the project will include construction of an approximately 850 foot roadway extension of Castillo Del Mar through an agricultural field and to Valley Road.

As much as 4 feet of new fill will be placed through portions of the roadway to establish the new profile. Installation of a double 36-inch storm drain line through the new fill is also planned. The pavement will consist of hot mix asphalt (HMA) over aggregate base (AB).

SCOPE OF SERVICES

Our anticipated scope of services and estimated fees are as follows:

We have included 4 hours for attendance at a preconstruction meeting by a Senior Engineer. Further, we will provide oversight of the compaction testing program and issue a final compaction test report at the completion of the project. We have included one site visit by the same engineer for consultation through construction.

We have included twelve visits for compaction testing during the placement of the fill and aggregate base. We have assumed an average of 4 hours per visit. In-place densities and moisture contents will be determined using nuclear test methods (ASTM D 6938). Laboratory maximum dry density tests (ASTM D 1557) will be used to determine percent relative compaction. We have assumed four different materials will be utilized as compacted fill including one aggregate base source. Due to the scale of the project, we have assumed the aggregate base and hot mix asphalt will be accepted by materials certification and testing of HMA in the field will not be required.
City of Arroyo Grande
Castillo Del Mar Extension

March 6, 2019

FEES

Senior Engineer 16 hrs. @ $165.00/hr.....................$2,640.00
Technician 48 hrs. @ $120.00/hr.....................5,760.00
Max Density Tests 4 tests @ $247.00/ea..................988.00
Nuclear density tests 30 tests @ $10.00/ea..................300.00
Trip Charge, Mileage to the Site 14 trips @ $18.75/trip ..................262.50

ESTIMATED PROJECT TOTAL .................................................................$9,950.50

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 150 days from the date of issue. Items not included within the above scope of services will be billed in accordance with the Earth Systems Pacific’s January 2019 Fee Schedule. Our technicians will attempt, wherever practicable, to combine inspections or test multiple areas during site visits, in order to keep the final bill as low as reasonable. However, as the presence of our personnel at the site will depend upon the contractor’s schedule and the progress of the work, the fees presented above are to be considered as estimates only and shall not be construed as guaranteed maximum fees. The invoices will reflect the actual amount of time spent and service performed and may be greater or less than the estimated amounts.

The client or client’s agent is to supply latest plans and specifications and notify us of any changes pertinent to the performance of testing and observations. The client or client’s agent is responsible for contacting this firm when testing services are required. Earth Systems Pacific will test at locations deemed appropriate to provide the client with information regarding the acceptability of the tested areas. Previously failed areas may be retested after rework, if required. Charges for retests due to failing results, or when tests are requested but the contractor is not ready and does not cancel scheduled testing are not included in the estimate and will be billed at the hourly rates listed previously. This firm shall not be responsible for backcharging contractors for retests or re-inspections.

All site visits will be subject to a 2-hour minimum charge, billed in 1-hour increments, plus a mileage charge of $0.75/mile, with a portal-to-portal distance of 25 miles. This estimate is based on the assumption that all services will be provided during normal working hours (Monday through Friday, 0700 to 1700), and that all maximum density laboratory tests will be completed under a normal turnaround schedule. Services provided beyond these hours or for rush laboratory work will be subject to overtime or rush charges as per our Fee Schedule.
Routine project management and one site visit during construction by a senior engineer has been included in the above estimate. However, please note that the above estimate does not include charges for additional meetings or site visits to address problems, or other such services. Fees for such services will be charged at the Prevailing Wage Fee Schedule rates in effect at the time of the services request. Based upon our current work load, we anticipate that the undersigned will be the lead engineer for the project.

If the client finds the scope of work, terms, and estimated fees satisfactory, the return of the attached Work Order indicating the legal entity that will be our client, signed and dated by the party responsible for payment, will constitute authorization for work to begin. Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State’s website, the project’s DIR number is necessary. Please complete the attached Prevailing Wage and Accounts Payable Information Request form and return to our office at your convenience. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific’s responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact me at your convenience.

Sincerely,

Earth Systems Pacific

Robert Down, PE
Executive Vice President

Attachments: Work Order
Terms
Prevailing Wage and Accounts Payable Information Request Form

Doc. No.: 1903-020.PRP/pm
WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: March 6, 2019

Doc. No.: 1903-020.PRPM
Proposal No.: SLO-19-03-002

Name of Project: CITY OF ARROYO GRANDE — CASTILLO DEL MAR EXTENSION

Order Received by: Rochelle Wagner

Client Name: City of Arroyo Grande, Attn.: Mr. John Benedetti

Client Address: 300 East Branch Street, Arroyo Grande, CA 93420

Location of Project: Castillo Del Mar, Arroyo Grande, California

Scope of Services: Per Proposal dated March 6, 2019

Fees to be Charged: Per Proposal dated March 6, 2019*

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Earth Systems Pacific
DIR Public Works Registration No. 1000003643

Robert Down, PE 70206,
Executive Vice President

Date 3/6/19

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____________________

Address: ____________________

* Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given.

January 2019 Fee Schedule
1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client’s contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney’s fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant’s current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant’s current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney’s fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of $25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant’s liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. THIRD PARTIES AND ASSIGNMENT This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant’s services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant’s written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant’s principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.

7/2017

HANDWRITTEN CHANGES NOT VALID
Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California’s prevailing wage requirements, and to prepare Earth Systems’ invoices in accordance with your organization’s billing requirements in a timely manner. Thank you!

| Legal Name of Earth Systems | Earth Systems Pacific  
| PWC Registration No. | 1000003643  
| Earth Systems Project No. |  

**PUBLIC WORKS PROJECT REGISTRATION INFORMATION:**

| **CLIENT’S PROJECT NAME** |  
| **DIR PROJECT ID (PWC-100)** |  
| **APPLICABLE BID ADVERTISEMENT DATE** |  
| **CLIENT’S REPRESENTATIVE FOR DIR PROJECT ID INFORMATION** | Name:  
E-mail:  
Phone No.:  
| **LABOR COMPLIANCE PROGRAM (LCP) APPLICABLE TO THIS PROJECT?** | Yes or No  
If yes, please confirm if Earth Systems will be subject to the LCP and provide a copy of the LCP manual to Earth Systems before start of project.  

**CLIENT’S BILLING REQUIREMENTS:**

| **PURCHASE ORDER NO.** | (if applicable)  
| **ADDITIONAL INFORMATION REQUIRED ON INVOICES** |  
| **SPECIFY ANY ADDITIONAL FORMS OR BILLING FORMATS REQUIRED TO BE SUBMITTED WITH INVOICES (please attach example)** |  
| **ACCOUNTS PAYABLE CONTACT INFORMATION** | Name:  
E-mail:  
Phone No.:  
| **INVOICE DELIVERY METHOD** | E-mail:  
Mailing Address:  

Date:  

Doc. No.: 1903-020.PRP/pm
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 2

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and PAVEMENT ENGINEERING INCORPORATED ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1(" TERM") of the Agreement, shall be modified in its entirety to read as follows:

   This Agreement shall be extended and remain and continue in effect until September 30, 2020, or such date that the work is completed or unless sooner terminated pursuant to the provisions of this Agreement.

2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

PAVEMENT ENGINEERING INC

By: ________________________________

CITY OF ARROYO GRANDE

By: ________________________________
Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. 2019 Street Repairs Project
Subject: Proposal for Quality Assurance Inspection and Testing for the 2019 Street Repair Project

Dear Jill:

Based on your request, Pavement Engineering Inc. (PEI) has prepared a proposal for engineering support, inspection and quality assurance services for the subject project.

Our proposal includes construction engineering support, construction inspection and material testing services during construction. All work will be overseen directly by one of our registered engineers. We also can modify the scope of work to reflect any areas where the City will provide services.

FAMILIARIZATION WITH PROJECT AND MATERIALS

PEI is familiar with the subject project and specified materials. We were contracted by the City to develop the design and prepare the contract package, and we anticipate that the same individuals who developed the design will be providing the engineering support and site observations.

Our experience with the City of Arroyo Grande, expertise with pavement products, and understanding of the project’s design intent makes PEI the best candidate for assisting the City with specific pavement inspection and testing on this project.

Task 1 – QA Construction Engineering and Construction Inspection Services

PEI will provide construction engineering support throughout the duration of the project. The engineer assigned to the project will work closely with the City and will provide the support as requested, including:

a. Provide Pre-Bid Meeting and Pre-Construction Meeting Support.
b. Review contractor supplied Cal Trans Mix Design forms for submittals.
c. Compaction testing for the paving work with nuclear gauge.

During digout operations, PEI will provide one inspector to collect samples and monitor temperature of the HMA materials placed as well as provide field density tests using a nuclear density gauge to monitor the contractor’s compaction efforts.

Serving California since 1987
Task 2 – Materials (Laboratory) Testing and Quality Assurance

During construction, PEI will include quality assurance testing of the Hot Mix Asphalt (HMA) materials. We will collect HMA samples and perform mix tests for every 750 tons of HMA placed, or one test per paving day for surface course material. Asphalt mix tests include determining the following: LTMD (CTM 308), Rice Gravity (CTM 309), Stability (CTM 366), Air Voids Content (CTM 367), and Asphalt Content (CTM 382).

PEI will prepare a final report that summarizes the laboratory tests and addresses the contractor’s compliance with specifications, plans, and applicable standards. The report will outline any areas of non-compliance. We will also include copies of the compaction reports.

PEI will monitor asphalt materials and contractor compliance to the specifications throughout the project and will report non-compliant issues as soon as possible, so that the City can notify the contractor on what items need to be addressed to avoid a deduction.

PEI is committed to providing feedback throughout the project. Knowing immediately (in some cases the next day) that a result did not meet the specified criteria creates a proactive environment to correct the problems as they come up and not after the fact. Having up-to-date information on the contractor’s ability to conform to project specifications during the project will assist the City in managing its project and will result in the best possible product.

PROPOSAL FEE AND FEE BREAKDOWN

PEI’s cost for these services is based on twenty (20) days of paving with the contractor performing approximately 200,000 SF of digouts on W Branch Street and approximately 35,000 SF of digouts on Traffic Way. The contractor’s actual schedule may result in a different level of effort and a modified estimate. Our level of effort is estimated based on an eight-hour day and providing engineering support / contract administration, testing and inspection services.

The attached breakdown shows our projected costs for each portion of the project. PEI’s work will be invoiced on a time-and-materials basis. The individual fees associated with each task will serve as guidelines for progress payments.

Task 1 shows engineering support and construction inspection. Task 2 shows materials testing. Our estimated fee to perform this work is $28,085.
Our work will be invoiced on a time and materials basis. Inspection services will be invoiced as follows:

- Between 0 and 4 hours will be invoiced at 4 hours
- Between 4 and 8 hours will be invoiced at 8 hours

Overtime will be charged for days longer than eight hours. PEI requires a 72-hour notification of changes in the schedule or a full eight-hour day will apply. Our inspection fees account for prevailing wages.

This proposal assumes that the City will monitor the contractor pertaining to all labor, traffic control, and City ordinance compliance issues.

All fees and costs associated with this project are subject to final negotiation with the City of Arroyo Grande. The enclosed proposal conditions apply. Please feel free to contact me at (805) 781-2265 with any questions.

Very truly yours,
PAVEMENT ENGINEERING INC.

Joseph L. Ririe, P.E.
Senior Principal Engineer

Enclosures: Proposal Conditions; Estimated Fee Breakdown Schedule

pc: C File / M File / MP File S/R/P
ESTIMATED FEE BREAKDOWN SCHEDULE
Engineering Support, Construction Inspection and Quality Control
City of Arroyo Grande for the 2019 Street Repair Project

**TASK 1 – ENGINEERING SUPPORT AND CONSTRUCTION INSPECTION**

<table>
<thead>
<tr>
<th>Inspection, Sampling, and Quality Assurance Management</th>
<th>Estimated Number of Hours</th>
<th>Unit Cost</th>
<th>Overtime Rate</th>
<th>Double Time Rate</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Management/Engineering Oversite: Responsibilities include project oversite and engineering support</td>
<td>6</td>
<td>$240</td>
<td>-</td>
<td>-</td>
<td>$1,440</td>
</tr>
<tr>
<td>QA Manager/Engineer: Responsibilities include Pre-Bid and Pre-Con support, Quality Assurance operations and review of test results</td>
<td>12</td>
<td>$160</td>
<td>-</td>
<td>-</td>
<td>$1,920</td>
</tr>
<tr>
<td>HMA Inspector (12x8 hour days on repairs) compaction testing and sampling</td>
<td>96</td>
<td>$155</td>
<td>232.5</td>
<td>310</td>
<td>$14,880</td>
</tr>
</tbody>
</table>

**Total Cost** $18,240

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**TASK 2 – MATERIALS TESTING**

<table>
<thead>
<tr>
<th>Test Method(s)</th>
<th>Quality Characteristic</th>
<th>Minimum Sampling and Testing Frequency</th>
<th>Tests</th>
<th>Unit Cost</th>
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</thead>
<tbody>
<tr>
<td>Various a</td>
<td>Production Start-up</td>
<td>1 Per HMA Mix</td>
<td>1</td>
<td>$900</td>
</tr>
<tr>
<td>Various b</td>
<td>HMA Mix Tests</td>
<td>1 Per 750 Tons, Minimum 1 Per Day</td>
<td>11</td>
<td>$525</td>
</tr>
<tr>
<td>Various</td>
<td>Tensile Strength Ratio (TSR)</td>
<td>1 Per HMA Mix</td>
<td>1</td>
<td>$950</td>
</tr>
<tr>
<td>CT 382</td>
<td>Oven Correction</td>
<td>1 Per HMA Mix</td>
<td>1</td>
<td>$300</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Laboratory Management</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Laboratory Manager Hours</td>
<td>12</td>
</tr>
<tr>
<td></td>
<td>$160</td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td>$9,845</td>
</tr>
</tbody>
</table>

**Total Estimated Fees** $28,085

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*a All inspectors, samplers, testers, and labs must possess all current Caltrans certifications relevant to their position.

b Hourly Cost includes travel of inspector/technician to and from the jobsite as well as all sample transportation costs.
PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.

2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.

3. Fees for Lump Sum or Unit Price Proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.

4. The proposal is based upon providing insurance with limits as defined in the referenced RFP.

5. One copy of an Engineering Report or Plans and Specifications will be provided to the Owner of a project. Additional copies are $35 each.

6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney’s fees or other costs incurred in collecting any delinquent amount shall be paid by the client.
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 2

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and Cannon Corporation ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1 ("TERM") of the Agreement, shall be modified in its entirety to read as follows:

   This Agreement shall be extended and remain and continue in effect until September 30, 2020, or such date that the work is completed or unless sooner terminated pursuant to the provisions of this Agreement.

2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

CANNON CORPORATION

By:______________________________

CITY OF ARROYO GRANDE

By:______________________________
Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. Monument Preservation Services
October 10, 2019

Ms. Jill McPeek  
Capital Improvement Project Manager  
City of Arroyo Grande  
City Hall  
300 East Branch Street  
Arroyo Grande, CA 93420  

PROJECT: City of Arroyo Grande Monument Preservation, PW2019-01

Dear Ms. McPeek:

Enclosed is our proposal to provide surveying services for monument preservation as part of the 2019 Street Repair Project. Our proposal is based on the information provided in your email dated September 17, 2019.

SCOPE OF WORK
As part of the 2019 Street Repair project, the construction drawings prepared by Pavement Engineering Inc. provided information regarding Monument Perpetuation on West Branch Street, Traffic Way, and East Cherry Avenue. We will perform the surveying support before, during and after to preserve the monuments and file the necessary corner records.

Task 1  
Perform field survey to set ties to eight well monuments.

Task 2  
Prepare and file pre-construction corner records. Four total.

Task 3  
Perform field survey to set straddlers to eight well monuments.

Task 4  
Perform field survey to punch eight well monuments.

Task 5  
Prepare and file post-construction corner records. Four total.

ASSUMPTIONS
File eight total corner records at $17 each.

FEES  
$8,625.00

Fees are based on the hourly rates per the enclosed fee schedule. The fees are based upon current California Prevailing Wages.

We are pleased to be considered for this work. Let me know if you have any questions about this proposal, or if additional information would be helpful. Please feel free to call me at 805-544-7407 or email me at BobC@CannonCorp.us

Sincerely,

Robert A. Chanley  
Land Surveyor  
L 9249  

CannonCorp.us
### 2019 Fee Schedule

#### Bill Rate Ranges

Subject to change

<table>
<thead>
<tr>
<th>Survey Office Staff</th>
<th>Land Surveyor I-V</th>
<th>Survey Technician I-VI / Assistant</th>
<th>GIS Specialist / Tech</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Surveyor / Sr. Consultant</td>
<td>$ 160 - $ 195</td>
<td>$ 140 - $ 185</td>
<td>$ 120 - $ 145</td>
</tr>
<tr>
<td>Sr. Surveyor / Survey Manager</td>
<td>$ 160 - $ 185</td>
<td>$ 90 - $ 155</td>
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</tr>
<tr>
<td>Associate Surveyor</td>
<td>$ 150 - $ 175</td>
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<td></td>
</tr>
</tbody>
</table>

This schedule provides ranges for various staff classifications. The actual rate may differ depending on the discipline; however, it will not be higher than the given range.

<table>
<thead>
<tr>
<th>Survey Field Staff</th>
<th>Three-Man HDS Crew</th>
<th>Two-Man HDS Crew</th>
<th>One-Man HDS Crew</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three-Man Crew</td>
<td>$ 295 - $ 330</td>
<td>$ 245 - $ 280</td>
<td>$ 160 - $ 195</td>
</tr>
<tr>
<td>Two-Man Crew</td>
<td></td>
<td></td>
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</tbody>
</table>


### Prevailing Wage

<table>
<thead>
<tr>
<th>Survey Field Staff</th>
<th>Three-Man HDS Crew</th>
<th>Two-Man HDS Crew</th>
<th>One-Man HDS Crew</th>
</tr>
</thead>
<tbody>
<tr>
<td>Three-Man Crew</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Two-Man Crew</td>
<td></td>
<td>$ 305 - $ 325</td>
<td></td>
</tr>
<tr>
<td>One-Man Crew</td>
<td></td>
<td>$ 190 - $ 220</td>
<td></td>
</tr>
</tbody>
</table>

All of the above hourly rates include all direct labor costs and labor overhead, general and administrative expenses and profit. If the client requests, or the client’s schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays and 2.0 for weekends and holidays.

#### Other Direct Charges

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<thead>
<tr>
<th>In-House Reproduction</th>
<th>Printing/Copies 8 ½ x 11</th>
<th>$0.05 per page</th>
<th>Black Line Plots</th>
<th>$2.00 per page</th>
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</thead>
<tbody>
<tr>
<td></td>
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<td>Color Plots</td>
<td>$5.00 per page</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outside Reproduction</th>
<th>Cost + 15%</th>
<th>CAD and Simulation Software</th>
<th>$15.00 per day</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Automation &amp; Electrical Materials</td>
<td>Cost + 25% (+tax)</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Travel and Related Subsistence</th>
<th>Cost + 15%</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Truck or Field Vehicle</th>
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</thead>
<tbody>
<tr>
<td>Mileage Reimbursement</td>
<td>IRS Rate per mile</td>
</tr>
<tr>
<td>Subconsultant Fees</td>
<td>Cost + 10%</td>
</tr>
</tbody>
</table>

All direct expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed if the client requests, or the client’s schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates. If the client requests field services to be provided outside of normal working hours (between 6:00 p.m. and 6:00 a.m.), a multiplier of 1.5 will be applied.

Survey Crews are billed portal to portal, and mileage charges are included in the hourly rate.

The stated rates are subject to change, typically on an annual basis.
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 2

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and MNS ENGINEERING ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1(“TERM”) of the Agreement, shall be modified in its entirety to read as follows:

   This Agreement shall be extended and remain and continue in effect until September 30, 2020, or such date that the work is completed or unless sooner terminated pursuant to the provisions of this Agreement.

2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

MNS ENGINEERING

By:________________________________

CITY OF ARROYO GRANDE

By:________________________________
Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. City Map Checking.
February 20, 2020

Robin Dickerson, PE City Engineer
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

Re: Survey On-Call Proposal

Dear Robin:

Thank you for requesting a proposal for our professional surveying services. MNS has been providing the City with private development review services since 2015. We have enjoyed our relationship with the City and look forward to continuing this service into the future.

We propose to provide professional surveying services to the City of Arroyo Grande on an on-call basis and on a time and materials basis according to the attached fee schedule. We will provide these up to not to exceed $25,000.

Please let me know if you have any questions or comments.

Please contact me at 805-456-3535 or at mreinhardt@mnsengineers.com if you have any questions or need any additional information.

Sincerely,
MNS Engineers Inc.

Mark E. Reinhardt, PLS
# 2019 Standard Schedule of Fees

## Project/Program Management

- Principal-In-Charge: $275
- Senior Project/Program Manager: $250
- Project/Program Manager: $210
- Assistant Project/Program Manager: $180
- Senior Project Coordinator: $155
- Project Coordinator: $125

## Engineering

- Principal Engineer: $240
- Lead Engineer: $215
- Supervising Engineer: $200
- Senior Project Engineer: $185
- Project Engineer: $170
- Associate Engineer: $155
- Assistant Engineer: $140

## Surveying

- Principal Surveyor: $225
- Senior Survey Project Manager: $205
- Supervising Surveyor: $200
- Senior Project Surveyor: $180
- Project Surveyor: $160
- Senior Land Title Analyst: $155
- Associate Project Surveyor: $145
- Assistant Project Surveyor: $130
- Party Chief: $155
- Chainperson: $135
- One-Person Survey Crew: $185

## Construction Management

- Principal Construction Manager: $250
- Senior Construction Manager: $235
- Resident Engineer: $210
- Structure Representative: $190
- Construction Manager: $185
- Assistant Resident Engineer: $165
- Construction Inspector (PW): $152
- Office Administrator: $105

## Technical Support

- CADD Manager: $160
- Supervising Technician: $145
- Senior Technician: $135
- Engineering Technician: $105

## Administrative Support

- Senior Management Analyst: $160
- Management Analyst: $135
- Administrative Analyst: $115
- IT Technician: $110
- Graphics/Visualization Specialist: $100
- Administrative Assistant: $75

## Government Services

- City Engineer: $215
- Deputy City Engineer: $195
- Assistant City Engineer: $180
- Plan Check Engineer: $170
- Permit Engineer: $150
- City Inspector: $125
- City Inspector (PW): $150
- Principal Stormwater Specialist: $155
- Senior Stormwater Specialist: $140
- Stormwater Specialist: $125
- Stormwater Technician: $115
- Building Official: $175
- Senior Building Inspector: $150
- Building Inspector: $135
- Planning Director: $185
- Senior City Planner: $160
- Assistant Planner: $145
- Senior Grant Writer: $160
- Grant Writer: $135
- Grant Associate: $105
- Grant Assistant: $85

### Direct Expenses

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

### Prevailing Wage Rates

Rates shown with Prevailing Wage “(PW)” annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

### Annual Escalation

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2020.

### Overtime

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for non-exempt employees and other classification will be charged at 1 x hourly rate.
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 3

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and GHD ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1 ("TERM") of the Agreement, shall be modified in its entirety to read as follows:

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2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

GHD

By:______________________________

CITY OF ARROYO GRANDE

By:______________________________
Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. East Branch Streetscape Project
2. Systemic Safety Analysis Report/LRSP
March 15, 2019

Robin Dickerson, P.E.
City Engineer
City of Arroyo Grande Community Development
300 E. Branch Street
Arroyo Grande, CA 93420

RE: Preparation of a Systemic Safety Analysis Report (SSAR) for the City of Arroyo Grande

Dear Robin:

GHD is excited about the opportunity to continue to assist the City of Arroyo Grande under our current on-call contract by preparing the Systemic Safety Analysis Report for streets within the City.

Our proposal puts forward specific tasks to be performed that will result in a comprehensive safety evaluation of the City’s street network and the identification of the highest-value projects for future Highway Safety Improvement Program (HSIP) funding. These tasks will completely satisfy the SSAR Program reporting requirements as detailed in the SSARP Guidelines dated February 2016. Most importantly, this SSAR will help assure future safety for all users of these key City streets and promote the integration of transportation safety with Arroyo Grande community values.

Our estimated cost to complete all of the work identified in the Scope of Services is $86,404. We reviewed our scope, rates and hours to perform the work since the last proposal was submitted, and had to adjust our overall cost. We can complete all of the work identified and provide the City with a Final SSAR within six (6) months from receiving the Notice to Proceed.

Please do not hesitate to contact me should you have any questions regarding the enclosed proposal. Thank you again for this opportunity to assist you.

Sincerely,

GHD

Jay Walter, PE TE
Project Manager

Enc. Scope of Services, Project Schedule and Cost Estimate
cc: Joe Weiland, Kathy Kleinschmidt
Project Background and Understanding

The City of Arroyo Grande has successfully competed for funding from the Caltrans Systemic Safety Analysis Report Program (SSARP). The SSARP is a proactive safety approach that focuses on evaluating an entire roadway network using a defined set of criteria. It looks at crash history on an aggregate basis to identify high-risk roadway characteristics, rather than looking at high-collision concentration locations through site analysis. The goal of the SSARP is to help local agencies identify safety projects to submit for Highway Safety Improvement Program (HSIP) funding consideration. It is anticipated that documented results from the SSAR will identify high benefit-cost ratio safety projects that have been found in the past to be strong HSIP candidates.

Project Limits

According to the SSAR application, the City of Arroyo Grande is not experiencing high collision concentrations at specific locations. It is the City's intent that the SSAR consultant will perform an analysis of the entire roadway system to identify high-risk roadway characteristics as opposed to analyzing high collision sites. The City will supply crash data obtained and cataloged by its police department, and mapped by its engineering staff. It is the City's goal to identify infrastructure improvement countermeasures that mitigate the City's primary crash type trends which include rear ends, sideswipes, pedestrian/bicycle and broadsides.

Overall Project Objectives

There are four basic objectives of the SSAR Program:

1) Identifying Focus Crash Types and Risk Factors;
2) Screening and Prioritizing Candidate Locations;
3) Selecting Potential Low-Cost Countermeasures; and
4) Prioritizing Projects per Benefit-Cost Ratios using the TIMS B/C Calculation Tool

Addressing Strategic Highway Safety Plan (SHSP) Challenge Areas

Based on its application, the City’s SSAR will address up to three Strategic Highway Safety Plan (SHSP) Challenge Areas including:

1) Intersection, Interchanges and Other Roadway Access
2) Pedestrians
3) Bicyclists
Scope of Services
GHD will provide professional services to completely achieve the scope of work as defined in the City’s SSARP application form. Additionally, Omni/GHD will ensure that all specific work tasks identified in the SSARP Guidelines dated February 2016 are completed in a high-quality manner.

Task 1  Project Management, Coordination and Meetings

1.1 Project Management and Coordination
GHD will serve as the overall project manager for all tasks included in this Scope of Services and will work closely with City of Arroyo Grande project manager and staff throughout the course of the SSAR project. GHD’s project management responsibilities throughout the course of this study will include:

- Organize and participate in project meetings;
- Provide on-going telephone and email communications with the City’s Project Manager;
- Prepare and update master project schedule;
- Ensure that quality assurance and quality control is provided for all project deliverables; and
- Submit monthly progress reports to accompany invoices.

1.2 Project Meetings
GHD will organize and participate in up to four (4) project meetings including the project initiation (or kick-off) meeting. The project initiation meeting will provide the opportunity to meet with City staff, and others as appropriate, to review the project’s goals, objectives, tasks, and timeline; the City’s expectations, and Caltrans’ grant requirements. The project initiation meeting will outline the plan for completing all tasks.

For each meeting, GHD will provide in advance meeting materials including a meeting agenda. GHD will then prepare and provide a meeting record stating the decisions and conclusions reached during each meeting.

Note: The following tasks are intended to fully meet the reporting requirements as outlined in the SSARP Guidelines dated February 2016. In addition, GHD will, to the degree possible, follow guidance provided in the Local Roadway Safety Manual (LRSM) as recommended in the SSARP Guidelines.
Task 2  Project Research and Data Collection

Safety Data Utilized (Crash, Volume, Roadway) – SSARP Reporting Requirement 6.4

2.1 Data Collection
GHD will obtain five years of the most current crash data for the City of Arroyo Grande’s overall major street network and roadways and/or requested by the City to be included. Crash data will be retrieved from the City’s own database, the California’s Internet Statewide Integrated Traffic Records System (I-SWITRS) database, and/or the UC Berkeley Transportation Injury Mapping System (TIMS).

In addition to the most current crash data, GHD will research and obtain any available multimodal volume data (vehicle, pedestrian, bike) within the city and supplement, as needed, with new volume data. GHD will map the past five years of crashes on the City’s major roadways with ArcGIS to identify crash hot spots, crash types, and crash severity to include locations with fatal and injury crashes. GHD will provide the City these maps in identifying high crash and high risk locations at intersections and roadway segments in forming the top ten locations to initially focus on in the SSAR.

2.2 Observational Information
Following review of the crash data, GHD will, with assistance from the City’s project manager, schedule interviews with the City’s police and fire department, and road maintenance personnel for historical, personal observations of problem areas, crash frequency and types. For budgeting purposes, GHD assumes that we will conduct up to two (2) interviews under this task, both on the same day.

2.3 Other Interviews
Harloe Elementary, Ocean View Elementary, Paulding Middle School and Arroyo Grande High School are all located within the City. GHD will make contact to schedule interviews with appropriate school officials and with administrators from the Lucia Mar Unified School District to identify their historical and personal observations of potential safety problem areas. GHD will talk with City staff about safety issues on City streets that may have come in from members of the community, at Council meetings or through other correspondence. Finally, we will contact the SLO Bicycle Club to schedule interviews. For budgeting purposes, GHD assumes that we will contact and conduct up to six (6) interviews under this task.

2.4 Field Assessment
GHD will conduct a field assessment to collect relevant information to aid in completing the safety analyses and identifying potential countermeasures. This assessment will include (but, not be limited to) taking photos, measurements, documenting safety barriers, hazards and potential non-standard conditions. During the field assessment, GHD will be evaluating areas for compliance with the minimum safety standards as provided in the California Manual of Uniform Traffic Control Devices (CAMUTCD) and
any specific city standards. Where the City’s street network interfaces with the State Highway System, GHD will evaluate conditions for compliance with the Caltrans Highway Design Manual.

Task 3   **Data Analysis and Countermeasures**

3.1   **Data Analysis Techniques and Results – SSARP Reporting Requirement 6.5**

GHD will thoroughly analyze the data obtained in Task 2 to reveal any crash trends and crash concentrations. Leading causes of fatalities and injuries will be identified. Special attention will be paid to:

- Location
- Date and time
- Crash type
- Crash severity
- Weather conditions
- Lighting conditions
- Sequence of events and most harmful events
- Contributing circumstances
- Driver/non-motorized user variables

Crashes will be identified on ‘rate’ basis with actual rates developed for comparison to typical average rates for a similar facility.

3.2   **Highest Occurring Crash Types – SSARP Reporting Requirement 6.6**

Based on the SSARP Reporting Requirement 6.6, GHD will conduct an overall review and provide a discussion of the top (3 to 10) crash types responsible for fatalities and severe injuries occurring on the City’s overall street circulation system.

3.3   **High Risk Corridors and Intersections (Crash History and Roadway Characteristics) – SSARP Reporting Requirement 6.7**

The City of Arroyo Grande’s SSARP application did not focus on high-risk corridors, but rather the entire city street network. GHD will complete a quantitative analysis of the roadway/intersection data using both Crash Frequency and Crash Rate methodologies. GHD will look for patterns in the crash data, including types of crashes, severity of crashes, mode of travel, pavement conditions, roadway characteristics, time of day, and intersection controls in place. We will also review the crash data to determine which SHSP Challenge Areas are applicable in determining appropriate countermeasures.
3.4 Countermeasures Identified to Address the Safety Issues – SSARP Reporting Requirement 6.8

GHD will use the crash data evaluations completed in Tasks 3.1-3.3 to select appropriate countermeasure(s) for identified areas of concern. The goal will be to provide a balance between countermeasures that mitigate on a systemic basis while also addressing high-crash locations. GHD will prepare exhibits illustrating each recommended countermeasure and location, and prepare an estimated cost to implement the countermeasure. The exhibits will be prepared on readily available aerial images supplemented, if needed, with topography available from InterMap.

Task 4 Viable Project Scopes and Prioritized List of Safety Projects

4.1 Viable Project Scopes and Prioritized List of Safety Projects – SSARP Reporting Requirement 6.9

GHD will create preliminary safety project scopes for each of the systemic countermeasures identified in Task 3.4. Using the TIMS B/C Calculation Tool from the University of California, GHD will then prepare a Benefit Cost Analyses for each countermeasure and compare, re-evaluate, and conduct follow-up analyses if necessary based upon findings. Utilizing this information and guidance provided in the Local Roadway Safety Manual (LRSM), GHD will work with City staff to develop a prioritized list of safety projects.

Task 5 SSAR Documentation

5.1 Draft SSAR Development and Circulation

GHD will prepare a Draft SSAR summarizing the data collected and the qualitative and quantitative analyses completed; the recommended countermeasures, viable project scopes, and the prioritized list of safety projects. The draft report will also include the following SSARP reporting requirements:

6.1 - Executive Summary
6.2 - Engineer’s Seal
6.3 - Statement of Protection of Data from Discovery and Admissions
6.10 - Attachments and Supporting Documentation

GHD will first circulate and/or present the Draft SSAR for review by City staff. When the City has completed their review and the initial comments have been addressed, the Draft SSAR will then be provided to appropriate Caltrans District 5 staff for their review and comment.

5.2 Final SSAR Development and Circulation

GHD will prepare the Final SSAR incorporating comments, feedback and recommended edits and additions provided by the City and by Caltrans on the draft report.
Project Schedule

Omni/GHD can complete all of the work identified in the Scope of Services and provide the City with a Final SSAR within approximately six (6) months from receiving the Notice to Proceed as shown in the following schedule.

<table>
<thead>
<tr>
<th>ID</th>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
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</thead>
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<tr>
<td>1</td>
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<td>3</td>
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Cost Estimate

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August 26, 2019

Robin Dickerson, PE
City Engineer
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

Re: Proposal for a Local Roadway Safety Plan as part of the Systemic Safety Analysis Report Project

Dear Robin,

We are excited about helping the City of Arroyo Grande in the preparation of the Systemic Safety Analysis Report (SSAR) for streets within the City. We recognize the critical importance of developing the SSAR with a focus on identifying the safety issues for the City’s roadway network.

As we have become aware, Caltrans is now strongly recommending that local agencies also develop a Local Roadway Safety Plan (LRSP) as part of the SSAR process, which will result in a formal plan of projects that will compete for future Highway Safety Improvement Program (HSIP) funding. We have prepared this supplemental proposal to include the preparation of a LRSP. We believe that we are at the perfect point with the SSAR analysis to begin engagement with a LRSP working group formed of stakeholders selected by the City. We will be working throughout the process to identify and recommend safety countermeasures and incorporating valuable feedback and comments from the working group. The budget for the extra work involved in the LRSP process is $13,204.

Please contact me with any questions you might have regarding the extra work proposal. Thank you again for the opportunity to offer our services for this very important effort.

Sincerely,

GHD

Jay Walter PE TE
Project Manager
### Budget Estimate - SSAR & LRSP for the City of Arroyo Grande

**Prepared For:** City of Arroyo Grande  
**Submitted By:** GHD

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**Hours:** 94  226  228  548  
**Dollars:**  $23,030  $32,770  $26,220  $3,288  $14,300  $99,608  

New Total:  $99,608  $13,204

Original contract:  $86,404
April 24, 2019

Teresa McClish
Director of Community Development
City of Arroyo Grande
300 E. Branch Street
Arroyo Grande, CA 93421


Dear Teresa:

GHD appreciates the opportunity to provide this proposal to complete the above transportation planning documents for the City of Arroyo Grande. New development and growth in the region continue to put pressure on the existing Arroyo Grande transportation system. The completion of these transportation plans and updates is imperative to ensure the City is adequately prepared to implement improvements necessary to sustain efficient, safe, multimodal transportation systems as demand grows. GHD has prepared this proposal to ensure the plans that are in Draft form today are updated to be consistent with applicable legislative requirements, finalized, and adopted. GHD has included preparation of the supporting environmental document and attendance at up to two governing board hearings to this end.

Given the number of years that have passed since initiating the preparation of these studies, the existing transportation conditions have become dated. As a part of this effort, recent peak hour counts conducted in the City will be used and supplemented with new peak hour counts at critical intersections, as needed, to ensure existing base conditions are representative of 2019. These new base conditions will be utilized, in conjunction with the latest San Luis Obispo Council of Government (SLOCOG) regional travel demand model, to develop existing and future analysis and identify a capital improvement program necessary to support the next 20+ years of land development and regional growth.

Once the Circulation Study has been completed, the primary focus will then turn to working with City staff to review and update the Circulation Element, Transportation Impact Study Guidelines, and Transportation Impact Fees internally, and then with City officials and the community. To achieve CEQA compliance, the performance metrics of SB 743 will be included in the CEQA document alongside currently adopted metrics. GHD will include appropriate policies and analysis requirements to fulfill these requirements moving forward. GHD will work with SLOCOG to identify appropriate VMT thresholds consistent with the latest Regional Transportation Plan / Sustainable Community Strategy (RTP/SCS). GHD has included SWCA on our team to prepare the appropriate environmental document, anticipated at this point to be a Mitigated Negative Declaration.

The timely completion of this effort is important as the CE and TIF Updates are currently key priorities for the City. A more detailed scope of work is provided in the following.
1. **Scope of Work**

**Task 1  Project Management and Meetings.**

This task is for Project Management/Communication throughout the remaining update process. The GHD Project Manager will establish and maintain a regular communication schedule with City staff to assure consistent progress on this update process. A kick-off meeting with City staff at the start of the project will establish the communication schedule as well as delivery of key products and public meetings.

GHD will attend one (1) Planning Commission meeting and one (1) City Council meeting, as required. These meetings will be established in consultation with City staff. Advance authorization will be required if additional meetings require GHD attendance.

**Task 2  Circulation Study Update**

This task is intended to refresh the existing conditions analysis and travel demand forecasts with new traffic counts and forecast runs from the latest SLOCOG RTP/SCS model. Critical to this update, is not only to update the LOS to meet existing City policy goals, but also to include VMT analysis guidance and thresholds to help meet the requirements of SB 743. This circulation study update will include a capital improvement program necessary to support travel demand under local and regional buildout conditions. The study’s findings will be formatted in a manner that facilitates incorporation into the environmental document, anticipated to be a Mitigated Negative Declaration.

**Task 3  Finalize Circulation Element Policies, Map and Document.**

The draft Circulation Element (CE) Update document, including its policies and map has been prepared and is awaiting completion of City staff review before vetting the draft document with City officials and the community. Since the completion of the previous draft, recent legislation, like AB 1358 and SB 743, has added additional requirements prompting corresponding policy updates to the CE Update, including relating to VMT and Complete Streets. It is anticipated that this task will be interactive with City staff to finalize the draft document for public review, and then, following public review, finalization of the document for approval before City Council.

**Task 4  Finalize Transportation Impact Analysis Report Guidelines.**

The draft Transportation Impact Analysis (TIAR) Guidelines document had been prepared and was awaiting completion of City staff review before vetting the draft document with the community and City officials. GHD will work with City Staff to include policies that help guide impact analysis under SB 743 while preserving operational analysis requirements (LOS), with appropriate screening criteria to aid implementation. It is anticipated that this task will be interactive with City staff to finalize the draft document for public review, and then, following public review, finalization of the document for approval before City Council.

**Task 5  Finalize Transportation Impact Fee Update.**

Based on the planned improvements identified on the Circulation Study and Circulation Element and Map, opinions of cost will be updated and the portion to be funded by the TIF identified. GHD will then prepare draft fee calculations by land use type for remaining vacant
and/or underdeveloped lands within the City of Arroyo Grande. These draft fee calculations will be reviewed by the City and adjusted as necessary. Transportation improvements to be included in the TIF program will not only include improvements to support vehicular travel, but also pedestrian, bicycle and public transit travel within and through the City.

Task 6  **Prepare Mitigated Negative Declaration.**

To prepare the environmental document, GHD has retained SWCA as a sub-consultant to lead its preparation. GHD will coordinate with the City and SWCA to assure its timely completion. The budget for this effort was based on the assumption that a Mitigated Negative Declaration would be adequate document for CEQA compliance. Attached to this proposal is SWCA's proposal for preparing the Mitigated Negative Declaration.

2. **Schedule and Budget**

Our fee to perform the Circulation Study Update and completion of the CE Update, TIF Update, Transportation Impact Study Guidelines and preparation of a Mitigated Negative Declaration is $90,630, as indicated in the attached budget. This budget considers the number of remaining issues that still need to be resolved and addressing the additional requirements of SB 743. Also, any additional meetings beyond those included in Task 1 may be added on a $2,000 per meeting basis. The schedule for the completion of this effort will largely be driven by the noticing and preparation of the supporting environmental document and the scheduling of public meetings. To provide some parameter of schedule, a most optimistic schedule might be sixteen (16) weeks from authorization.

Please feel free to give me a call if you have any questions.

Sincerely,

[Signature]
Senior Project Manager

Attachment: SWCA Proposal
### Arroyo Grande CE Update, TIF Update, TIAR Guidelines and TIAR for Negative Declaration.

#### Budget Estimate

**Job No.** 8278  
**File No.** P8278BUD001

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<td>Task 3: Finalize CE Policies and Maps</td>
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<td>Task 4: Finalize TIAR Guidelines</td>
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<td>Task 6: Prepare Mitigated Negative Declaration</td>
<td></td>
<td>$2,600</td>
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**Notes:**

1. Billing rates are averages. Client will be billed for actual rates for employees that perform the work.
2. Billing rates increase by approximately 5% per year.
3. Direct costs will be marked up 10%
September 4, 2015

Matt Horn  
City Engineer  
City of Arroyo Grande  
300 E. Branch Street  
Arroyo Grande, CA 93420

RE: East Branch Street Streetscaping Project - On-Call Civil Engineering Service

Dear Matt:

The Omni-Means Team is very excited about the opportunity to once again provide assistance to the City under our existing on-call agreement. We are committed to working closely with both Community Development and Public Works to bring forward a specific plan that will enhance the East Branch Street corridor landscape and streetscape and promote the livability that is so important to the City.

Our team of engineers, surveyors, planners and landscape architects, in close partnership with the City staff and community stakeholders, is ready to move from “concept” to a fully-vetted quality set of plans that will allow the City to quickly bid and build a great streetscape project. We are confident in our ability to produce high-quality conceptual designs and equally confident in our ability to respond to staff and community feedback to systematically improve those concepts and arrive at final plans that fully meet the City staff and community’s expectations.

We recognize that the East Branch Street corridor is one in transition and that it will be critically important to ultimately design and construct street improvements that find the balance between safety and mobility for all users, accessibility for existing and future businesses, effective wayfinding for visitors, and landscape that enhances the visual experience for all.

To assist us in providing the services you require, we have teamed with two local firms, including Yeh and Associates located in Grover Beach for Geotechnical Services and McMillan Land Surveys located in San Luis Obispo for topographic and right of way surveys.

We are pleased to submit the enclosed Scope of Work, Fee Estimate and Schedule for your consideration. We look forward to working with you and other City staff on this project. Please feel free to give us a call if you have any questions.

Sincerely,

Omni-Means, Ltd.

[Signature]

Joseph W. Weiland, P.E.  
Principal/Vice-President

[Signature]

Jonathan, "Nate" Stong, P.E.  
Project Manager

Enc: Scope of Services and Fee Proposal

NLS:nls
Project Understanding and Approach

Omni-Means understands how important the Village and East Branch Street are to the City of Arroyo Grande. In many respects this corridor is the heart of the City and the City has continually worked with individual citizens, community groups and the business community to sustain the corridor's unique character. Time has come to turn attention to the segment of East Branch Street between Mason Street and Paulding Circle and plan, design and build the streetscape that will extend and enhance the unique Village character through this segment of the corridor. Additionally, an effective streetscape in this segment of East Branch Street will serve as the perfect gateway for those persons coming into the Village from the Edna and Huasna Valleys.

Omni-Means also understands how important it is that the streetscape improvements made between Mason Street and Paulding Circle strongly complement the existing streetscape through the Village. It is critical that upon completion of the streetscape project, that visitors and residents alike move comfortably between the Village core and the Mason-Paulding segment with no readily apparent change in context or character. At the same time, the new streetscape has to function as a contemporary facility in terms of safety and mobility for all users.

Omni-Means is especially skilled at bringing forward context sensitive solutions while insuring that safety and mobility are in no way compromised. Pedestrians, bicyclists, transit riders and motorists can all be confident that their specific needs will be addressed as the streetscape project proceeds in a collaborative yet systematic fashion. Omni-Means, working closely with City staff and the business community, will also pay special attention to enhancing accessibility for existing and planned development. ADA compliance will be fully addressed as well. Given how many tourists seek the Village as their destination, special attention will be given to implementing effective wayfinding.

The City of Arroyo Grande has a strong reputation for engaging a diverse group of community stakeholders whenever significant infrastructure changes are considered. Omni-Means intends to take full advantage of standing City Committees that can help guide the development of the streetscape plan. With their input and guidance, we are confident that the conceptual streetscape designs we bring forward will not only unify East Branch Street thematically, but will enhance the natural environment with innovative drainage features and construct the necessary improvements so that the corridor achieves complete street objectives.

Omni-Means will make certain that all concepts that are developed will be presented in formats that are easily understood by a wide range of community members. The design plans will be sufficient in detail and quality so that City staff and others can quickly grasp the improvements being proposed and visualize both their functionality and aesthetic value. The City can be confident that Omni-Means will always produce high-quality products within the schedule and budget agreed to and that City review comments will be fully addressed in timely fashion.

The entire Omni-Means team, based right here on the Central Coast, stands ready to take full advantage of our extensive local knowledge of the Arroyo Grande street system and work in partnership with City staff to see the East Branch Street Streetscaping project to its completion.
Key Issues

Balance On-Street Parking Needs with "Complete Streets"

Automobile parking can often be a conflicting and confusing issue for a community like Arroyo Grande. Lack of accessible parking can hurt local businesses and decrease the quality of life for residents in a mixed use corridor like East Branch Street.

Typically there is no one specific solution to parking challenges. In the case of East Branch Street, a balance has to be achieved between safe multi-modal mobility on the street and reasonably accommodating parking. The East Branch Street Streetscaping Project offers an opportunity to bring strategic parking into the “complete street” envisioned and valued by the community.

Omni-Means, in close coordination with City staff, the City Traffic Commission and community stakeholders, is confident that the streetscape concept that ultimately moves into construction will strike the correct balance. With community input we will explore and delineate effective design that integrates the limited on-street parking with the available off-street parking opportunities. Given the large number of visitors to the Village, the parking strategy that moves forward will be fully integrated with an effective way-finding program.

Opportunities for Stormwater Quality Integration with Landscaping

This project presents an opportunity to manage storm water in a fashion that promotes a “green” street as well. Omni-Means is well-staffed and experienced in the latest in “green street” technology to strategically intercept, filter and infiltrate storm water from street runoff through a series of landscaped curb extensions, swales, planter strips, bio-filtration planters, and street trees.
Omni-Means is confident that, with City staff and public input, we can incorporate Best Management Practices to ensure compliance with the latest Regional Water Quality Control Board Phase 2 NPDES permitting requirements and implement project features that promote corridor aesthetics while enhancing the water quality. At the same time, a model can be created that adjacent private development can follow and ultimately enhance utilizing some of these same features in yet to be developed adjacent properties or in the retrofit of existing businesses.

Pedestrian Mobility and Safety

The Village of Arroyo Grande (East Branch Street) has evolved into a very walk-able and livable “main street.” Pedestrians generally feel safe strolling through the Village and the experience is a very pleasant one that many out-of-towners have come to appreciate and come back to on a regular basis. The challenge and the opportunity for the East Branch Street Streetscaping Project is to carry this same livability and “sense of place” easterly through Paulding Circle.
Omni-Means sees great opportunity to enhance the pedestrian experience in the corridor incorporating some of the same effective features seen west of Mason Street, thereby carrying forward some of the themes and infrastructure that have already proven to enhance the safety for Village pedestrians such as textured cross walks, in-roadway lighting and sign-mounted flashing beacons at crosswalks, landscaped bulb-outs, landscaped median refuge areas, and strategic placement of street furniture.

Special attention will be paid to making sure that the corridor is ADA compliant and that project features meant to enhance mobility for persons with disabilities are incorporated in an innovative and sensitive way. We are confident that working closely with community stakeholders and City staff, the Omni-Means team will bring forward integrated project concepts and construction details that meet ADA needs without appearing as project “add-ons”.

Accommodating Left-Turns While Enhancing Median Planting

Raised medians offer great benefit to a corridor like East Branch Street. They can provide areas to be planted with appropriate trees or other vegetation thereby enhancing corridor aesthetics. At the same time they can be strategically placed so that traffic turning movements are controlled in a way that pedestrian, bicyclist and motorist safety are enhanced. At the same time, consideration must be given to left-turn access and parking for businesses and properties adjacent to the street.

We are confident that the Omni-Means team, working collaboratively with City staff and community stakeholders, will be able to place and design the raised medians in a fashion that meets the project aesthetic objectives, enhances the safety for all users, and does not inordinately compromise access for adjacent properties. The planting and other treatment of the raised medians will be sustainable in nature and sensitive to City’s limited maintenance staff and water supply.
All median landscaping (median and roadside) and other features (planters, trees, light poles), will be designed so as fully meet stopping sight distance requirements.

**Consistent Bicycle Facilities**

Special attention will be paid to striping for bike lanes. The East Branch Street segment between Mason Street and Paulding Circle is a transition zone for cyclists either leaving the Village or entering the Village from the rural Edna and Huasna Valley areas. The Omni-Means team will be sure to consult and seek consistency with the City’s Bicycle and Trails Master Plan (an Omni-Means product) when designing bike facilities for the East Branch Street segment between Mason Street and Paulding Circle.

It is of note that with the construction of the East Branch Street Retaining Wall project, there are now Class II Bike lanes coming into the corridor from the east. However, through the Village core, there are no designated bike lanes and a “share the lane” situation exists. Careful consideration will be given to the “bicycle transition zone” between Mason Street and Paulding Circle, and a continuation of the bicycle shared lane markings and signage west of Mason Street to provide consistency along the bicycle route.

**Traffic Operations**

Omni-Means is well versed in traffic operations, and we will bring our expertise to this project to ensure safe, accessible and efficient mobility for all users. We have recently assisted the City of Arroyo Grande with an analysis of the traffic circulation within the Crown Hill neighborhood, and the data collected and analysis performed in that effort gives us a unique understanding of the traffic volumes and patterns in the area, specifically at the intersections of Crown Hill Street with East Branch Street and Le Point Terrace with East Branch Street.

Modifications to exclusive left turn lanes such as at the westbound East Branch Street approach to Mason Street may be considered during project development. Omni-Means will collect the necessary data and perform traffic evaluations to ensure the design meets standards and the City's level of service criteria.

**Concept Layout**

The following pages present a concept layout developed for the corridor illustrating Omni-Means capabilities and approach to the project. The concept illustrates the Key Issues identified above and presents opportunities for consideration.
Design Opportunities

The following exhibits illustrate a variety of design opportunities that will extend and unify the village theme east of Mason Street. These ideas will also enhance the pedestrian and bicyclist experience/safety, and provide landscaped gateway opportunities approaching the downtown core.

Exhibit 1

East Branch Street, Arroyo Grande, CA

Streetscape Concept
Continue bike route with shared use markings and signs through the village
Opportunity for enhanced crosswalk at intersection with landscaped bulb outs
Landscaped bulb outs - possible bio-filtration at existing drain inlet
Bicycle detector loop at signal
Gateway monument / sign opportunity
Retain key on-street parking
Minimize conflict points by limiting accesses at Le Point Terrace and East Paulding Circle
Class II bike lanes continue to Paulding Wall restriping
Opportunity for a mid-block pedestrian crosswalk
Landscaped median to restrict left turn movement at first driveway to north parking lot

(See Exhibit 1 for more callouts)
Work Experience

Omni- Means’ team of Civil Engineers, Traffic Engineers and Landscape Architect is well-suited and experienced in streetscape design and provides a “one-stop shop” for coordinated project development that addresses all of the design issues important to the success of a project. Omni- Means provides design services spanning from preliminary analysis and design, through stakeholder outreach and final design to construction support.

The following pages present samples of our relevant streetscape and gateway monument design work experience. The following materials also demonstrate our capabilities with visual materials key to conveying design concepts and alternatives to a broad audience.
Scope of Services

Task 1  Project Management

1.1  Project Management

Omni-Means’s project management responsibilities shall include:

- Kick off meeting with City staff to review the scope of services and deliverables, review existing corridor conditions and identify streetscape goals, and to develop stakeholders list;
- Attend one (1) meeting with City staff to review the preliminary conceptual design alternatives plans developed in Task 3;
- Attend up to four (4) conceptual design review meetings during Task 3;
- Attend up to two (2) meetings with City staff to review the 50% and 95% PS&E submittal and to receive/discuss staff comments;
- Participate in phone and email communications with the City PM;
- Provide technical support to the City;
- Provide internal quality control;
- Lead, direct and monitor all sub-consultants progress and work products;
- Prepare meeting agendas and minutes; and
- Provide monthly invoices, schedule updates and project progress reports.

Task 1 Work Products:
- Active Project Management, Coordination, Quality Control and Documentation

Task 2  Project Area Survey

2.1  Data Collection

Existing information including (but not limited to) parcel maps, record of survey maps, City right of way maps and deeds, and as-built drawings will be obtained along East Branch Street within and immediately adjacent to the project corridor. As part of our data collection effort, we will also contact Caltrans to request copies of any as-builts and right of way maps and deeds they may have retained.

Omni-Means will obtain available traffic data from the City and supplement with new counts as required for the design. Omni-Means obtained peak hour intersection turning movement data as part of the Crown Hill Circulation Study which will be used and supplemented with, at a minimum, peak hour turning movement counts at the intersection of East Branch Street and Mason Street.

2.2  Topographic and Right of Way Surveys

McMillan Land Surveys will conduct a topographic survey that will map the existing physical features of the project area. Items to be surveyed and mapped include City...
right of way, visible features of existing utilities, curb, gutter and sidewalks, curb ramps, driveways, crossings, street trees or wells, roadway striping including parking delineation and lane widths, street lights, traffic signals, public signage, bus stops, storefronts, street furniture, and existing land uses/business types. Survey will provide adequate detail for areas where ADA compliance could be challenging including curb ramps, driveways, crossings and storefronts.

The right of way lines along E. Branch Street with the corridor project limits will be established from found monuments and recorded information.

Task 2.1 and 2.2 Work Products:
- Electronic files of topographic surveys and corridor right of way limits in both PDF and AutoCAD file format

2.3 Early Utility Coordination
Omni-Means will develop and maintain a master list (spreadsheet) of all utility contacts in the project area. The spreadsheet will be used to track all utility submittals, responses by utility agencies, and conflict resolutions. Under this task, all utility companies believed to have facilities in the area will, at a minimum, be noticed of the project scope and limits and information requested regarding facility types and locations. Utility coordination will continue under Task 4.2 during the subsequent submittals at the 50%, 95% and 100% design stages.

Task 3 Conceptual Design Alternatives

3.1 Preliminary Layout Plans
Omni-Means will prepare up to two (2) conceptual streetscape designs that unify East Branch Street thematically and encourage bicycle and pedestrian use. Physical constraints and potential impacts associated with the design elements will be identified and addressed.

The concepts will identify opportunities and constraints for specific improvements, including bike lanes, enhanced bicycle markings for shared use areas, sidewalk and crosswalk hardscapes including in-roadway lighting and signage with flashing beacons, street trees, tree grates and guards, opportunities for bio-filtration or other stormwater quality improvements, bulb-outs, benches, litter receptacles, bicycle racks, street signs and posts, and traffic striping. Identification of potential utility conflicts and relocation will be identified for each alternative. Preliminary estimates of cost will be prepared for each alternative.

3.2 Preliminary Landscape Architecture Plans
The preliminary landscape architecture design will consist of a detailed layout of all plant materials, a plant palette with photographs of all plant materials proposed, and proposed irrigation system approach. 3D Sketchup images will be prepared to illustrate the key components of the concept. This task will also include:
- Discussions with the City staff regarding long term maintenance expectations, irrigation system material preference
• Illustrative exhibits to be utilized at presentations to stakeholders and City officials
• Preliminary cost estimate

**Task 3.1 & 3.2 Work Products:**

- Electronic files and reproducible hardcopy for up to two (2) conceptual design alternatives
- Preliminary Planting Plans for up to two (2) conceptual design alternatives.
- Preliminary estimates of construction costs for up to two (2) alternatives

**3.3 Submittals and Reviews**

As identified in the RFP, the City anticipates up to four (4) conceptual design reviews involving City staff and stakeholders for each alternative with revisions required following each review. Omni-Means will be available to attend up to four (4) City/stakeholder design review meetings to present the design concepts, provide our input and to answer questions. PDF documents of all exhibits will be provided to City staff in advance or each meeting for distribution as needed.

Following each design review and upon receiving all review comments, Omni-Means will also modify each alternative as needed and submit copies of the modified designs to the City for further review and comment. As previously noted, we are assuming up to four (4) rounds of reviews and modifications for each conceptual design alternative.

**Task 3.3 Work Products:**

- Attend up to four (4) project review meetings
- Provide up to four (4) conceptual design revisions for each alternative.

**Task 4 Final Design of Selected Alternative**

It is anticipated that the City will identify the preferred project improvement alternative at the conclusion of Task 3. It will be this selected alternative that will be carried forward through final design in Task 4.

**4.1 Geotechnical Evaluation and Report**

Yeh and Associates (Subconsultant) will provide all geotechnical testing, evaluations and reporting for this project. The main geotechnical considerations for the project will be to provide pavement design and grading recommendations for hot-mix asphalt and Portland cement concrete. Low-impact design considerations will also be qualitatively addressed from a geotechnical standpoint as appropriate. The scope of work for the geotechnical evaluation is described below.

1. Consult with Omni-Means to initiate the project, collect background information from Omni-Means and the City that may be pertinent to the geotechnical evaluation, and coordinate site access, schedule field exploration activities, and review the scope of the work. This work assumes that site access and any permits required to perform the field work within the roadway will be provided to at no cost.
2. Prepare a health and safety plan for the field work, visit the site to mark the locations of the explorations, and contact Underground Services Alert (USA) to contact utilities and review the locations prior to beginning the field exploration program.

3. Perform a ½-day field exploration program consisting of drilling two to three holes to depths of approximately 5 feet below the ground surface. Borings would be drilled either in parking spots or in the roadway median. Traffic control will consist of cones and signs. No lane closures or flagging are planned.

4. The holes will be drilled using a truck-mounted rig equipped with hollow stem auger. Existing roadway sections will be measured and the borings will be sampled at selected intervals using a drive sampler, and by taking cuttings from the auger flights. The holes will be filled with excavated cuttings and/or sand after drilling. The roadway surface will be patched with fast-setting concrete colored black. Laboratory tests for in-situ moisture and density, and R-value will be performed on selected samples recovered from the drill holes.

5. Prepare a Geotechnical Report for the design of the improvements. A draft of the report will be submitted for review by Omni-Means and the City. The report will provide drawings showing the location of the site and the drill holes, logs of the drill holes, and laboratory test results. The report will provide recommendations regarding grading, subgrade preparation and stabilization (if needed), compaction, trench backfill, reuse of excavated on-site soil and imported fill materials, design for flexible and rigid pavements, and geotechnical considerations for low impact development improvements.

6. Prepare the final Geotechnical Report for the project and submit one pdf copy, unless otherwise requested. The final report will be submitted after review comments have been incorporated into the report. It is not anticipated that the final report would incorporate evaluating additional alternatives, information or recommendations for improvements that area not described in this proposal.

**Task 4.1 Work Products:**
- Draft Geotechnical Report for review and comment
- Final Geotechnical Report

**4.2 Utility Submittals and Coordination (Design Phase)**

The information received during initial noticing to the utility companies and data requested under Task 2.3 will be incorporated into the design base maps and used in the design to identify potential conflicts and resolutions. All utility companies known to have facilities in the area will, at a minimum, be noticed at the 50%, 95% and 100% design stages.

Should utility relocation be required, Omni-Means will coordinate with the affected utility(s) to determine whether their facilities are under a franchise or if easements are present. The affected utility company will complete their relocation plans with input
from Omni-Means. For instance, identification of easements, utility sleeves, clearances, and cost and schedules to relocate are typical items addressed under this task. This task also includes meeting with utility owners as needed to facilitate final relocation plans.

**Task 4.2 Work Products:**
- Utility Master List, Utility Noticing and Utility Coordination.

### 4.3 50% Design Plans

Under this task, Omni-Means will prepare preliminary design drawings for the selected alternative identified at the conclusion of Task 3. All engineering design will be completed in conformance with City of Arroyo Grande and/or Caltrans 2010 standards and specifications. All plans will be prepared using the City of Arroyo Grande title block.

The 50% design will include the following plans:

- Cover Sheet
- Layout Plans
- Typical Sections including structural pavement sections
- Grading Plan
- Pavement Delineation and Signage Plan
- Lighting Plan
- Street Furniture Plan
- Stormwater quality details (bio-filtration or structural BMPs)
- Planting and Irrigation plans, details, schedules / notes, water calculations

A drainage memorandum will be prepared under this task identifying any changes to drainage patterns, storm drain gutter, inlet and/or piping modifications, and potential impacts/benefits to stormwater quality using low-impact development strategies.

At the conclusion of this task, 50% plans will be submitted to the City for review and comment. Copies of the plans will also be provided to each affected utility owner.

**Task 4.3 Work Products:**
- Reduced size 50% plans (11”x17”): Two (2) sets provided to City of Arroyo Grande, and additional sets as needed for each affected utility owner
- Electronic copy of 50% plans in PDF format will be provided to City of Arroyo Grande

### 4.4 95% Plans, Specifications and Estimates (PS&E)

Omni-Means will review all comments provided by the City on the 50% plans will and updated plan sheets as needed. In addition to those plans prepared for the 50% submittal, the following plans will be prepared.

- General Construction Notes
- Demolition plans showing improvements that will be removed during construction
• Construction Details
• Utility Plan including adjustment or resetting of drainage inlets, water valve and sewer manhole frames and covers
• Lighting Plan

Omni-Means will prepare the draft construction specifications. Construction specifications will be formatted in accordance with the City Standard Specifications. Omni-means will also prepare a detailed construction cost estimate and bid item schedule for all work included in the project.

The plans will also be reviewed internally an experienced member of the Omni-Means Construction Management team who will concentrate on conducting a thorough review of the plans and specifications and bid item schedule. Special focus will be given to the PS&E documents for their overall constructability and review for any anomalies that could lead to potential claims that may arise during the course of construction.

At the conclusion of this task, 95% PS&E will be submitted to the City for review and comment. Copies of the 95% plans will also be provided to each affected utility owner.

Task 4.4 Work Products:
• Reduced size 95% plans (11”x17”): Two (2) sets provided to City of Arroyo Grande, and additional sets as needed for each affected utility owner
• Draft Specifications and Engineer's Estimate: Two (2) sets/copies to City of Arroyo Grande. If additional sets/copies are requested by others, they will be provided in portable document format (PDF)
• Electronic copies of the 95% PS&E in PDF format will be provided to the City of Arroyo Grande

4.5 100% PS& E

Under this task, the Omni-Means team will review the City’s comments on the 95% PS&E submittal, incorporate revisions into the 100% PS&E, and prepare a formal response to comments spreadsheet.

This task includes final plotting, transmittal letters, reproduction, copying, preparation, and packaging, and mailing of the 100% PS&E submittal package.

Task 4.5 Work Products:
• Full size Plans (24”x36”): Two (2) sets to the City of Arroyo Grande
• Reduced size Plans (11”x17”): Two (2) sets to City of Arroyo Grande, and additional sets for each affected utility owner
• Specifications and Engineer’s Estimate: Two (2) sets/copies to City of Arroyo Grande. If additional sets/copies are requested by others, they will be provided in portable document format (PDF).
• Electronic copies of the 100% PS&E in PDF format will be provided to the City of Arroyo Grande
• One copy of Omni-Means’ internal QA/QC redlines, and the City’s redlined plans will also be provided.
4.6 Final PS&E Contract Documents

This task addresses final plotting and compilation of the bid documents. One (1) set of original Vellum plan sheets and one (1) camera ready set of construction Specials, signed by the Engineer will be provided to the City of Arroyo Grande. Final PS&E will include all of the information required for public bidding and construction of the project.

Task 4.6 Work Products:
- Submit Final Contract Documents to City for advertisement of bids.

Optional Services

Omni-Means, if requested by the City and under separate scope of services and budget, will also be available to assist the City as follows:

- Attend and participate at public hearing(s)
- Bidding Support
- Construction Support
- Public Outreach Support
The preliminary project schedule outlined below identifies a 17-month process from notice to proceed to final construction documents, including a total of approximately 8 months for City and stakeholder reviews and approvals.

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<th>Task Name</th>
<th>Duration</th>
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<td>20</td>
<td>Design Review and Meeting Period</td>
<td>20 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>21</td>
<td>2nd Preliminary Update</td>
<td>10 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>22</td>
<td>3rd Preliminary Design Submittal to City</td>
<td>0 days</td>
<td>Fri 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>23</td>
<td>Design Review and Meeting Period</td>
<td>20 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>24</td>
<td>3rd Preliminary Design Update</td>
<td>5 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>25</td>
<td>4th Preliminary Design Submittal to City</td>
<td>0 days</td>
<td>Fri 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>26</td>
<td>Design Review and Meeting Period</td>
<td>20 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>27</td>
<td>Final Preliminary Design Update / Submittal to City</td>
<td>5 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>28</td>
<td>City Selection of Preferred Design Alternative</td>
<td>30 days</td>
<td>Mon 11/15</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>29</td>
<td>Final Design of Selected Alternative (Task 4)</td>
<td>160 days</td>
<td>Mon 11/15</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>30</td>
<td>Geotechnical Evaluation and Report (4.1)</td>
<td>20 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>31</td>
<td>Utility Submittals and Coordination (Design Phase 4.2)</td>
<td>150 days</td>
<td>Mon 11/15</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>32</td>
<td>Prepare 60% Design Plans (4.3)</td>
<td>36 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>33</td>
<td>City Review and Comment Period</td>
<td>20 days</td>
<td>Mon 11/29</td>
<td>Fri 11/29</td>
</tr>
<tr>
<td>34</td>
<td>Prepare 50% P&amp;O &amp; E (4.4)</td>
<td>40 days</td>
<td>Mon 12/12</td>
<td>Fri 12/16</td>
</tr>
<tr>
<td>35</td>
<td>City Review and Comment Period</td>
<td>20 days</td>
<td>Mon 12/12</td>
<td>Fri 12/16</td>
</tr>
<tr>
<td>36</td>
<td>Prepare 100% P&amp;O &amp; E (4.4)</td>
<td>20 days</td>
<td>Mon 12/12</td>
<td>Fri 12/16</td>
</tr>
<tr>
<td>37</td>
<td>City Review and Comment Period</td>
<td>10 days</td>
<td>Mon 12/12</td>
<td>Fri 12/16</td>
</tr>
<tr>
<td>38</td>
<td>Prepare Final P&amp;O &amp; E Contract Documents (4.6)</td>
<td>10 days</td>
<td>Mon 12/12</td>
<td>Fri 12/16</td>
</tr>
<tr>
<td>39</td>
<td>Submit Final P&amp;O &amp; E Contract Documents to City</td>
<td>0 days</td>
<td>Fri 12/16</td>
<td>Fri 12/16</td>
</tr>
</tbody>
</table>

P6968PRL002.docx I Page 28

East Branch Street Streetscaping Project | City of Arroyo Grande | September 4, 2015
The following cost proposal represents a not-to-exceed total fee of $69,689 broken down by employee hours and rates for the tasks described in the Scope of Services. If directed and authorized by the City, extra design or optional services would be billed at the hourly rates shown below.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Task Subtotal</th>
<th>Task Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Project Management</td>
<td>$4,200</td>
<td>$4,200</td>
</tr>
<tr>
<td>1.1 Project Management</td>
<td>24</td>
<td>24</td>
</tr>
<tr>
<td>2 Project Area Survey</td>
<td>$8,372</td>
<td>$8,372</td>
</tr>
<tr>
<td>2.1 Data Collection</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>2.2 Topographic &amp; Right of Way Surveys</td>
<td>4</td>
<td>6</td>
</tr>
<tr>
<td>2.3 Early Utility Coordination</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>3 Conceptual Design Alternatives</td>
<td>$25,942</td>
<td>$25,942</td>
</tr>
<tr>
<td>3.1 Preliminary Layout Plans</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>3.2 Preliminary Landscape Architecture Plans</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>3.3 Submittals and Reviews</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>4 Final Design of Selected Alternative</td>
<td>$31,175</td>
<td>$31,175</td>
</tr>
<tr>
<td>4.1 Geotechnical Evaluation and Report</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td>4.2 Utility Submittals and Coordination</td>
<td>8</td>
<td>8</td>
</tr>
<tr>
<td>4.3 50% Design Plans</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4.4 95% PS&amp;E</td>
<td>4</td>
<td>10</td>
</tr>
<tr>
<td>4.5 100% PS&amp;E</td>
<td>4</td>
<td>2</td>
</tr>
<tr>
<td>4.6 Final PS&amp;E Contract Documents</td>
<td>2</td>
<td>16</td>
</tr>
</tbody>
</table>

Subtotal Hours: 67, 8, 8, 6, 2, 2, 8, 2, 10, 410
Subtotal Dollars: $1,206, $13,850, $15,480, $26,448, $330, $2,100, $500, $59,714, $5,000, $4,500, $475, $69,689

9/4/2015

Omi-Means, Ltd.
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 2

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and WALLACE GROUP ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1(" TERM") of the Agreement, shall be modified in its entirety to read as follows:

   This Agreement shall be extended and remain and continue in effect until September 30, 2020, or such date that the work is completed or unless sooner terminated pursuant to the provisions of this Agreement.

2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

WALLACE GROUP

By:________________________________

CITY OF ARROYO GRANDE

By:________________________________

Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. City’s Fats, Oils and Greases program.
2. 2014 Sewer Master Plan Updates.
May 3, 2019

Shane Taylor  
City of Arroyo Grande  
300 East Branch Street  
Arroyo Grande, California 93421

Subject: City of Arroyo Grande FOG Program FY 2019/20

Dear Mr. Taylor:

Wallace Group appreciates the opportunity to provide you with our proposal for Water Resources services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City’s FOG Program consists of permitting, semi-annual inspections, and follow-up on non-compliance with approximately 70 Food Service Establishments (FSEs). The City requested Wallace Group to prepare a proposal to manage and implement the FOG Inspection Program for the 2019/2020 Fiscal year.

SCOPE OF SERVICES

FOG Program Administration and Inspection
Wallace Group will perform FOG permitting, inspections, and re-inspections for the City’s FSEs for the 2019/2020 fiscal year upon notification from the City to start work and receipt of a signed notice-to-proceed.

The FOG Program is an element of the City’s Sewer System Management Plan (SSMP) which is a requirement of the Statewide General Waste Discharge Requirement 2006-0003-DWQ enacted by the State Water Resources Control Board. The FOG program will include:

- Meeting to discuss goals for the 2019/2020 fiscal year FOG Program:
  - One (1) hour FOG Program meeting to review the status of the existing Program
- Semi-annual inspection of approximately 70 FSEs
- Performance of re-inspections when needed to assist in FSE compliance
- Assistance with enforcements of significant violations
- Re-permitting of all FSEs enrolled in the FOG Program
- Permitting of new FSEs that opened for business in 2019/2020 fiscal year and removal from the FOG Program of those FSEs that have closed
- Issuance of monthly FOG program status reports
Deliverables:
- Electronic copies of all inspection reports (PDF format)
- Electronic copies of FOG inspection procedure updates as applicable
- Electronic copies of all permit applications and permits issued (PDF format)
- Monthly reporting of FOG inspection program status (PDF format)
- Electronic copies of updated outreach materials provided to FSEs as applicable (PDF format)
- Electronic copies of updated outreach materials for residential FOG education as applicable (Word format)
- Electronic copies of updated FOG Inspection Procedures (PDF format)

SCHEDULE

FOG Inspections will be conducted at six (6) month intervals with re-inspections occurring based on the status of each FSE’s compliance status. All FSE FOG Permits will be issued for a three (3) year period.

ADDITIONAL SERVICES

Wallace Group can provide the following services, directly, upon request:

- FSE Storm Water Inspections and MS4 Program Support
- Development of Standard Operations and Maintenance Procedures and Emergency Response Procedures for Sanitary Sewer Systems

TO BE PROVIDED BY THE CLIENT

- Verification of current list of FSE’s

PROJECT FEES

FOG Program Management

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These estimates reflect the cost for program administration and to have one (1) inspector perform each inspection and re-inspection. These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of $27,000 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.
TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the City of Arroyo Grande Agreement for Consultant Services dated April 6, 2018 is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office and/or prepare a Purchase Order, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

______________________________
Signature

______________________________
Printed Name

______________________________
Title

______________________________
Date

Bill Callahan
Senior Environmental Compliance Specialist
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
kc: PP19-6866, 2017
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.
Exhibit A
Standard Billing Rates

Public Works Administration Services:
- Project Analyst I - IV ..................................................... $ 95 - $140
- Senior Project Analyst I - III ........................................ $145 - $155
- Senior Environmental Compliance Specialist I - III ............... $158 - $166

Support Services:
- Office Assistant ........................................................... $ 60
- Project Assistant I - III ................................................... $ 75 - $ 85

Additional Professional Services:
Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee’s typical hourly rate.

Direct Expenses:
Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:
- travel expenses
- delivery/copy services
- sub-consultant services
- agency fees
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:
Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:
Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.
May 3, 2019

Shane Taylor  
City of Arroyo Grande  
300 East Branch Street  
Arroyo Grande, California 93421

Subject: Regulatory Compliance Assistance: Sanitary Sewer Management Plan (SSMP) 5-Year Update 2019

Dear Mr. Taylor:

Wallace Group appreciates the opportunity to provide you with our proposal for Public Works Administration services for the above referenced project. Based on our discussion, the following revised Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The State Water Resources Control Board (SWRCB) established Statewide General Wastewater Discharge Requirements (GWDR) for Sanitary Sewer Systems, Orders No. 2006-0003-DWQ and revised Monitoring and Reporting Program WQ 2013-0058-EXEC, which required all public entities that own or operate sanitary sewer systems greater than one mile in length in California to create, implement, and maintain a SSMP. WDR Order No. 2006-0003-DWQ requires all agencies to develop and update their SSMP as described below:

WDR Order No. 2006-0003-DWQ:

To facilitate proper funding and management of sanitary sewer systems, each Enrollee must develop and implement a system-specific Sewer System Management Plan (SSMP). To be effective, SSMPs must include provisions to provide proper and efficient management, operation, and maintenance of sanitary sewer systems, while taking into consideration risk management and cost benefit analysis. Additionally, an SSMP must contain a spill response plan that establishes standard procedures for immediate response to an SSO in a manner designed to minimize water quality impacts and potential nuisance conditions.

WDR Order No. 2006-0003-DWQ, Section D.14:

The SSMP must be updated every five (5) years, and must include any significant program changes. Re-certification by the governing board of the Enrollee is required in accordance with D.14 when significant updates to the SSMP are made. To complete the re-certification process, the Enrollee shall enter the data in the Online SSO Database and mail the form to the State Water Board, as described above.

The City of Arroyo Grande (City) SSMP was last formally updated by the City in 2014 and last audited in August 2018 as required by the WDR Order described above. The City is requesting assistance with a required 5-Year Update to their SSMP to address areas identified as deficient and/or out of compliance with the GWDRs. Based on the findings in the 2018 Audit and discussions with the City, we have prepared the following Scope of Services for your consideration:
SCOPE OF SERVICES

Task 1: Project Management
This task includes coordination of project activities, including scheduling and budget controls, Client coordination, quality control, and other related project management activities.

Task 2: SSMP Update
Wallace Group will develop and update each of the eleven (11) elements of the City SSMP Revision 1, dated 2014.

The current City SSMP requires development and update for compliance with the SSSWDRs. The scope of the update will include 2013 MRP requirements and the recommendations identified in the 2018 SSMP Audit. Wallace Group Staff will work collaboratively with City staff to develop and update the existing SSMP and to obtain any additional materials and documentation necessary for this update. The SSMP will be formatted to clearly identify sections and sub-sections of document to applicable GWDRs. Appendices with reference materials will be included for each Element of the SSMP as applicable. The table below summarizes the scope of the recommended update:

Table 1- City of Arroyo Grande SSMP Summary of Recommended Updates

<table>
<thead>
<tr>
<th>SSMP Requirement</th>
<th>Wallace Group Recommended Updates</th>
</tr>
</thead>
<tbody>
<tr>
<td>System History and Overview</td>
<td>Update general introduction, Executive Summary, and system description/overview.</td>
</tr>
<tr>
<td>i. Goal</td>
<td>Develop new Goals that are specific to the City’s collection and conveyance system. These goals will be assessed and measured in Element 9: Monitoring Measurement and Program Modifications.</td>
</tr>
<tr>
<td>ii. Organization</td>
<td>Update the City organization chart and SSO Chain of Communication for compliance with 2013 MRP requirements.</td>
</tr>
<tr>
<td>iii. Legal Authority</td>
<td>Include any necessary updates based on changes to the City Municipal Code and Ordinances.</td>
</tr>
<tr>
<td>iv. Operation and Maintenance Program</td>
<td>Update this section to reflect current practices and planned activities. Include references to City storm drain maps. Include descriptions of updated Rehabilitation/Replacement and Capital Improvement Plans and schedules. Include status of projects in CIP. Develop a plan and schedule as well as description of CCTV Program and additional areas identified in the Audit recommended for update. Include supporting documents; line cleaning and manhole logs, manhole inspection report template, and map revision sheet. Develop a plan and schedule for the development and implementation of Operations and Maintenance Standard Operating Procedures and associated Training Program.</td>
</tr>
<tr>
<td>v. Design and Performance Provisions</td>
<td>Include existing Public Works Design Standards and Testing Requirements the City will follow. Incorporate these documents or document links into appendices.</td>
</tr>
</tbody>
</table>
vi. Overflow Emergency Response Plan (OERP)  
Update the OERP to reflect any changes in City operational strategies used to respond to SSOs. Develop a plan and schedule for the implementation of Emergency Operating Procedures (EOPs), associated Training Program, and additional areas found to be deficient in the 2018 Audit.

vii. Fats, Oils and Grease (FOG) Control Program  
Minor updates to outline current FOG Program, High Maintenance Areas and FSEs.

viii. System Evaluation and Capacity Assurance Plan  
Integrate the findings the 2012 WSMP into this Element with planned short and long-term CIP and funding information.

ix. Monitoring, Measurement, and Program Modifications  
Create a program/matrix to schedule, track, and evaluate SSO trends, the effectiveness of Preventative Maintenance, and the effectiveness of each Element of the SSMP annually. Provide tracking schedule for implementation of each Element.

x. SSMP Program Audits  
Create a SSMP Audit, SSMP revision and 5-year Update schedule. Identify Audit format.

xi. Communication Program  
Update the plan and schedule to communicate SSMP revisions, implementation, and accomplishments with the public.

A general task list and schedule will be included with the final SSMP to help identify critical implementation dates and activities identified in the SSMP.

Wallace Group anticipates two (2) 3-hour meetings with City Staff to develop and finalize the SSMP.

**Deliverables:**
- Updated SSMP (One (1) hard copy and one (1) electronic PDF)
- Two (2) meetings with City staff are anticipated to complete final Updated SSMP

**TO BE PROVIDED BY THE CLIENT**

- Word version of existing 2014 SSMP
  - Additional items to be determined; collection system reports, records, procedures, and exhibits necessary to update SSMP.
- Additional Budgetary and Capital Projects Information
- GIS or other electronic City Storm Drain Maps and Data
- Other Operations and Maintenance information, studies and reports that may be necessary for the update to the SSMP

**SCHEDULE**

Upon receipt of this signed purchase order, Wallace Group Public Works Regulatory Compliance Staff will work with City staff to develop a schedule for project completion. The City’s 5-Year Update is due for recertification on or before August 2, 2019. Due to the timing of the execution of this contract (after July 1, 2019), Wallace Group does not anticipate the City completing a final 5-Year Update for City Council rectification prior to the August 2, 2019 deadline.
ADDITIONAL SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants; however, they are not included in the current Scope of Services or estimate of fees:

• MS4 Program Assistance
• Development of Standard O&M and Emergency Response Procedures for the City’s Sewer Collection and Conveyance System
• Additional meetings

PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services on a time and materials basis for a cost not to exceed $22,000. These services will be invoiced monthly on an accrued basis in accordance with the attached Schedule of Fees (Exhibit A). Reimbursables are included in the time and materials estimated fee amount stated above.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the City of Arroyo Grande Agreement for Consultant Services dated March 1, 2015 is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office and/or prepare a Purchase Order, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Bill Callahan      ____________________________________
Senior Environmental Compliance Specialist
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
kc: PP19-6687, 2017
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.
Public Works Administration Services:
  Project Analyst I - IV ..................................................... $  95 - $140
  Senior Project Analyst I - III ............................................ $145 - $155
  Senior Environmental Compliance Specialist I - III ................. $158 - $166

Support Services:
  Office Assistant ........................................................... $  60
  Project Assistant I - III ................................................... $  75 - $  85

Additional Professional Services:
  Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee’s typical hourly rate.

Direct Expenses:
  Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:
  Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:
  Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.
February 3, 2020

Ron Simpson
City of Arroyo Grande
1375 Ash Street
Arroyo Grande, California 93420

Subject: MS4 Stormwater Monitoring

Dear Mr. Simpson:

We appreciate the opportunity to provide you with our proposal for professional services for the above referenced project.

PROJECT UNDERSTANDING

Wallace Group has been asked to assist the City in adhering to its 303(d)-monitoring program for E. coli and fecal coliform bacteria. This proposal is based on the November 12, 2015 version of the monitoring program plan and Quality Assurance Program. Based on our discussions with the previous consultant who has conducted the work since 2015, we have prepared a similar Scope of Services for your consideration:

SCOPE OF WORK

The following scope of work is provided for your consideration.

TASK 1. IN-STREAM SAMPLING

Twice a year, five samples will be collected at the Talley Ho Creek sampling location (at Grand Avenue) within a 30-day period in accordance with standard operating procedures outlines in the Quality Assurance Program for the parameters identified in Table 1.

Sampling series will occur once in the dry season, and once in the wet season. We will coordinate with the County samplers in an attempt to obtain samples on the same day.

Table 1: Applicable Water Quality Thresholds

<table>
<thead>
<tr>
<th>PARAMETER</th>
<th>METHOD</th>
<th>WATER QUALITY THRESHOLD</th>
</tr>
</thead>
<tbody>
<tr>
<td>E. Coli</td>
<td>SM9223</td>
<td>Geometric mean of E. coli samples greater than 126 MPN/100 ml, nor shall more than ten percent of total samples during any 30-day period exceed 410 MPN/100 ml.</td>
</tr>
<tr>
<td>Fecal Coliform</td>
<td>SM9221E</td>
<td>Fecal coliform concentration, based on a minimum of not less than five samples for any 30-day period, shall not exceed a log mean of 200 MPN/100 ml, nor shall more than ten percent of total samples during any 30-day period exceed 400 MPN/100 ml.</td>
</tr>
</tbody>
</table>

TASK 2. WET WEATHER SAMPLING

Three times a year, wet weather samples will be collected at the sampling locations identified in table 2 in accordance with standard operating procedures outlines in the Quality Assurance Program for the parameters identified in Table 1 (except for the 30-day period criteria).
Table 2: Sample Site Names, Location

<table>
<thead>
<tr>
<th>SITE ID</th>
<th>DESCRIPTION</th>
<th>LATITUDE</th>
<th>LONGITUDE</th>
<th>DISCHARGE TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SD174</td>
<td>AG Creek @ Traffic Way</td>
<td>35.122021</td>
<td>-120.580084</td>
<td>Culvert</td>
</tr>
<tr>
<td>SB101</td>
<td>SB 101 off-ramp @ Grande Ave</td>
<td>35.120789</td>
<td>-120.584007</td>
<td>Open Channel</td>
</tr>
<tr>
<td>SD70</td>
<td>Creekview Ct</td>
<td>35.113719</td>
<td>-120.586872</td>
<td>Culvert</td>
</tr>
<tr>
<td>LB</td>
<td>Los Berros Bypass</td>
<td>35.103568</td>
<td>-120.586625</td>
<td>Open Channel</td>
</tr>
</tbody>
</table>

**TASK 3. DRY WEATHER SAMPLING**
Three times a year, an attempt to collect dry weather samples will be made at the sampling locations identified in table 2. If dry weather flows are present, we will collect dry weather samples in accordance with standard operating procedures outlines in the Quality Assurance Program for the parameters identified in Table 1 (except for the 30-day period criteria).

For sample locations above that have unanticipated flow (flowing during dry weather), we will conduct an investigation to determine the likely source of the flow. Observations will be recorded in the field log. In cases where the discharge is considered an illicit discharge, the City will be notified immediately.

**TASK 4. DATA SYNTHESIS AND REPORTING**
A summary report will be prepared once the laboratory has provided results. Sampling values that receive or discharge into the County MS4 Permit Coverage area will be shared with the County person of contact (with reciprocation anticipated). Monthly, we will evaluate sampling data values from a watershed perspective to see if recommendations for modifications to the program are appropriate. The summary event report will be capable of being compiled into an Annual Report suitable for submission to the Water Board.

**FOR ALL TASKS**
A field log, and custody forms will be maintained. Samples, along with Chain of Custody forms, will be taken to the City for pickup by the designated laboratory, Clinical Laboratory of San Bernardino, Inc. It is assumed that the Laboratory will provide sampling bottles and send (EDEN-compatible results to Wallace Group electronically.

Flow data will be estimated for all sampling locations and events where flow is present. If no flow is present, no samples will be obtained, and a future visit will NOT be scheduled (but paperwork to document the effort to time events to be able to collect samples will be provided).

**SCHEDULE**
The period of performance for this proposal is January 1 through June 30th, 2020.

- In stream sampling events will begin Mid-January and mid-May.
- Wet weather sampling will occur January, February and March (wet weather sampling may begin in late December (in lieu of March) if approval to proceed and sampling bottles are received early enough and lab holiday hours permit processing)
Attempts at dry sampling will occur monthly, with at least one sample collected at the end of June. Dry weather sampling will only occur if the preceding 72 hours had no rainfall.

ADDITIONAL SERVICES

Wallace Group can provide the following MS4 Stormwater compliance services, directly, upon request, in compliance with MS4 General Permit 2013-0001-DWQ Section E.9.-E.16.:

- Illicit Discharge Detection and Elimination Plan (IDDE)
- Spill Response Plan
- TMDL-WAAP Update
- Municipal Facilities Assessment
- Municipal SWPPPs: Compliance Review (QSD conducted)
- Development Review SWPPPs and Erosion Control Plans (QSD conducted) plan check
- O&M SOPs: MS4 Stormwater Standard Operating Procedures (SOPs) for Municipal Operations & Maintenance (O&M) including Landscape & Maintenance
- Staff Training: Municipal Staff Compliance Training for O&M and Stormwater BMPs
- Post Construction Requirements Compliance Review of Planning & Development ordinance, LID programs and tracking compliance
- Integrated MS4 Stormwater inspections (conducted with FOG Inspections) targeting Coliform reduction in runoff

TO BE PROVIDED BY THE CLIENT

- Last two years of sampling reports and any related stormwater information provided by Lenhardt Engineering
- Knowledge of and access to any stormwater equipment provided to the city by Lenhardt Engineering
- Lock Keys or permissions to access sampling locations

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Lab Analysis
- Participation Fees for CCAMP Sampling group

PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services for a time and materials, not to exceed fee of $10,000. In accordance with the attached Standard Billing Rates (Exhibit A), this amount will be invoiced on a time and material basis and will not exceed $10,000 without authorization from the client. Reimbursables are included in the fee amount stated above.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.
TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the City of Arroyo Grande Agreement for Consultant Services dated March 1, 2015 is considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office and/or prepare a Purchase Order, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Glenn Rider, Project Manager at 805-544-4011.

Sincerely,

WALLACE GROUP, a California Corporation

Kari E. Wagner, PE C66026
Director of Water Resources
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
sr: PP20-6885, 2019
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.
Engineering, Design & Support Services:
- Assistant Designer/Technician ........................................... $  90
- Designer/Technician I - IV .............................................. $  95 - $125
- Senior Designer I - III .................................................... $138 - $148
- GIS Technical Specialist .................................................. $135
- Senior GIS Technical Specialist ......................................... $145
- Associate Engineer I - III ............................................... $ 115 - $135
- Engineer I - IV ................................................................ $145 - $160
- Senior Engineer I - III .................................................... $170 - $180
- Director ........................................................................ $185
- Principal Engineer/Consulting Engineer .............................. $215
- Principal ...................................................................... $230

Support Services:
- Office Assistant ........................................................... $  85
- Project Assistant I - III ................................................... $  90 - $100

Additional Professional Services:
Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of $300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee’s typical hourly rate.

Direct Expenses:
Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:
Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:
Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 2

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and Michael K. Nunley and Associates, Inc. ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1 ("TERM") of the Agreement, shall be modified in its entirety to read as follows:

   This Agreement shall be extended and remain and continue in effect until September 30, 2020, or such date that the work is completed or unless sooner terminated pursuant to the provisions of this Agreement.

2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

MICHAEL K. NUNLEY AND ASSOCIATES

By: ______________________________

CITY OF ARROYO GRANDE

By: ______________________________
Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. Well 11 Project
2. Trenchless Sewer Rehab Project
February 12, 2018

Jill McPeek
Capital Improvement Project Manager
City of Arroyo Grande
(Submitted Electronically)

Re: Construction Phase Services for Water Well No. 11 Treatment Plant Project – Cost for Completion

Dear Jill,

MKN and Associates, Inc. (MKN) is currently providing Construction Phase Services for the Water Well No. 11 Treatment Plant Project. The project was originally scheduled to be completed by September 2, 2017. Due to delays in scheduling of receiving PG&E service (see CCO#1) the project’s completion date was extended to October 31, 2017. Substantial completion was obtained by the project completion date, however, additional observation and management has been performed to follow up with completion of punch list items. These items are anticipated to be completed by the end of the month.

Because of the additional construction time we have reached the end of our approved budget for construction phase services. In addition, MKN has been providing assistance to the City to troubleshoot treatment system issues.

Scoped tasks still remaining include: observation of remaining punch list items; delivery of project files including submittals, RFIs, daily observation reports, and production of record drawings. In addition, the City has requested MKN to organize and supply an O&M Manual for the well and treatment system. This manual will be based on the Well #10 manual and will be comprised of the various equipment O&M manuals. MKN will also provide further assistance to the City in diagnosing treatment system issues and providing recommendations.

MKN is requesting additional budget in the amount of $4,500 be approved to provide ongoing support on an as-needed basis.

If this proposed Scope Amendment is acceptable, please provide approval via email. If you have any questions, contact me at jreichmuth@mknassociates.us or by phone at (805) 904-6530 x106.

Sincerely,

J.J. Reichmuth, PE
May 4, 2018

Jill McPeek  
Capital Improvement Project Manager  
City of Arroyo Grande  
(Submitted Electronically)

Re: Construction Phase Services for Water Well No. 11 Treatment Plant Project – Treatment/Start-Up Assistance

Dear Jill,

Construction of the well and treatment facility is complete and MKN and Associates, Inc. (MKN) is compiling the project files (including Record Drawings) for delivery to the City. In addition, MKN has been assisting City Staff with determining and recommending treatment strategies and tests for production of water in compliance with drinking water standards.

We have reached the end of our approved budget for services and are requesting additional budget in the amount of $5,000 for ongoing support on an as-needed basis. We will also prepare an O&M manual for the well and treatment system once the system is fully operational and producing in-spec water. It is assumed this manual will be similar to the Well #10 O&M Manual and will mostly involve compiling vender information for the well and treatment system.

If this proposed Scope Amendment is acceptable, please provide approval via email. If you have any questions, contact me at jreichmuth@mknassociates.us or by phone at (805) 904-6530 x106.

Sincerely,

J.J. Reichmuth, PE
FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Director/ Operations Manager</td>
<td>$206/HR</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$191/HR</td>
</tr>
<tr>
<td>Senior Project Engineer</td>
<td>$180/HR</td>
</tr>
<tr>
<td>Project Engineer/ Senior Scientist</td>
<td>$159/HR</td>
</tr>
<tr>
<td>Water Resources Planner</td>
<td>$145/HR</td>
</tr>
<tr>
<td>GIS Specialist</td>
<td>$139/HR</td>
</tr>
<tr>
<td>Assistant Engineer II</td>
<td>$136/HR</td>
</tr>
<tr>
<td>Assistant Engineer I</td>
<td>$115/HR</td>
</tr>
<tr>
<td>GIS Technician</td>
<td>$115/HR</td>
</tr>
<tr>
<td>Supervising Drafter</td>
<td>$138/HR</td>
</tr>
<tr>
<td>Drafting/Design Technician II</td>
<td>$128/HR</td>
</tr>
<tr>
<td>Drafting/Design Technician I</td>
<td>$105/HR</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$65/HR</td>
</tr>
<tr>
<td>Engineering Intern</td>
<td>$60/HR</td>
</tr>
</tbody>
</table>

Routine office expenses such as computer usage, software licenses and fees, telephone charges, office equipment and supplies, incidental postage, copying, and faxes are included as a 3% fee on labor cost.

DIRECT PROJECT EXPENSES

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outside Reproduction</td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Subcontracted or Subconsultant Services</td>
<td>Cost + 10%</td>
</tr>
<tr>
<td>Travel &amp; Subsistence (other than mileage)</td>
<td>Cost</td>
</tr>
<tr>
<td>Auto Mileage</td>
<td>Current IRS Rate - $.58/mi.</td>
</tr>
</tbody>
</table>
April 6, 2017

Jill McPeek  
Capital Improvement Project Manager  
City of Arroyo Grande  
(Submitted electronically)

RE: Construction Management Services for Municipal Water Well No. 11 (PW 2017-07)

Dear Jill,

Michael K. Nunley & Associates, Inc., (MKN) is pleased to submit this proposal for Construction Management Services for the City’s Municipal Water Well No. 11 Project (PW 2017-07). This proposal includes the scope of work, key personnel resumes, and budget anticipated for this project.

PROJECT UNDERSTANDING

The City will be starting construction this month on Municipal Well No. 11 located on La Canada. The well was constructed approximately 25 years ago to provide irrigation water for the Rancho Grande housing project, and was dedicated to the City in 2012.

The Municipal Well No. 11 Project will generally consist of installation of a submersible well pump and associated wellhead piping at the existing well site and construction of a treatment facility 240 feet to the south of the well along La Canada. The treatment system will include a filter vessel and injection equipment for chlorine, ammonia, and caustic soda. Additional project site work will include new electrical service, retaining walls, pavers, concrete, and connection of a waste discharge line to the City’s sewer collection system.

MKN’s key staff members have unmatched expertise performing design and construction phase services of water treatment systems similar to this project. Below is a list of projects highlighting MKN’s team experience:
<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DJ Farms Well and Obispo No. 2 Tank</strong></td>
<td>MKN designed and is currently performing construction management of a new 1,000 gpm well, transmission line and 750,000 gallon welded steel tank to serve a new development in the City of Guadalupe.</td>
</tr>
<tr>
<td><strong>Morro Bay Seawater Desalination Plant Operations Plan and Well Evaluation</strong></td>
<td>Water quality was evaluated from 5 existing wells and MKN developed methods of treating high iron concentrations to enable operation of the Morro Bay Water Treatment Plant RO system. The project included developing process and instrumentation diagrams to capture plant modifications that have been performed over the 24 years since the plant was developed, as well as designing plant and well retrofits and improvements to allow for emergency operation in the future.</td>
</tr>
<tr>
<td><strong>Bakersfield 5 Wells Project</strong></td>
<td>Designed and performed Construction Management services for the City of Bakersfield for installation of arsenic treatment systems at five wells. This included assistance in process equipment selection under an emergency authorization to expedite installation.</td>
</tr>
<tr>
<td><strong>Tognazinni Well Improvements</strong></td>
<td>Project to rehabilitate a municipal water well in the City of Guadalupe. MKN’s design included well swabbing and development, new pump and column, flowmeter, controls, SCADA, replacement of electrical systems, and piping improvements. MKN is currently performing construction management for the project.</td>
</tr>
<tr>
<td><strong>Water Treatment Plant Plate Settler Performance Improvements</strong></td>
<td>Heritage Ranch Community Services District was experiencing operational challenges at their water treatment plant (WTP) including inadequate TOC removal, and poor removal of powdered activated carbon (PAC) resulting in diminished filter run times. MKN evaluated the operations at the WTP, including the addition of PAC, polymer, coagulant (aluminum sulfate), potassium permanganate, and sodium hypochlorite. By managing laboratory testing including free lamella settling tests, MKN identified the potential to meet the Districts treatment goals by utilizing ferric chloride alone.</td>
</tr>
<tr>
<td><strong>Arroyo Grande Creek Sewer Rehabilitation</strong></td>
<td>Designed and performed Construction Management Services for the City of Arroyo Grande for lining of 2,400 feet of sewer pipe with cured-in-place pipe (CIPP).</td>
</tr>
<tr>
<td><strong>Arroyo Grande Lift Station No. 1 Repair</strong></td>
<td>Designed and performed Construction Management Services for the City of Arroyo Grande for repair of the influent gravity pipe adjacent to the lift station.</td>
</tr>
<tr>
<td><strong>TrussPro Emergency Sewer Repair</strong></td>
<td>Performed construction management services for the City of Guadalupe to repair and replace a failing sewer line crossing under the Union Pacific Railroad tracks. The new sewer line was installed by using jack and bore construction techniques. The project included coordination efforts with Union Pacific Railroad and adjacent property owners during construction.</td>
</tr>
<tr>
<td><strong>Grit Improvement Project</strong></td>
<td>MKN provided Construction Management Services for the South San Luis Obispo County Sanitation District’s grit removal facility for the WWTP. Responsibilities included construction observations, management of submittals and RFIs and evaluation of potential change orders.</td>
</tr>
</tbody>
</table>
Construction management and observations for this project will be performed by J.J. Reichmuth who has over 16 years of construction management experience including several recent City projects. Treatment system technical assistance and startup observations will be performed by Chris Martin who has over 30 years of advanced water treatment experience and is an expert in municipal water quality issues. Resumes highlighting individual experience are attached to this letter.

**SCOPE OF WORK**

**Task Group 100 – Construction Management Services**

- **Pre-Construction Conference** – Conduct a pre-construction conference with the City, Design Engineer, and Contractor’s team prior to mobilization on the Project. As part of this effort MKN will: (1) review project requirements with the Contractor to facilitate the Contractor’s understanding of the Project; (2) review the Contractor’s construction schedule and resource scheduling including equipment, labor and supervision planning; and (3) outline contract requirements including communication protocol and safety matters such as traffic control.

- **Progress Pay Estimate** – Review the Contractor’s progress pay estimates in accordance with the contract documents. Progress estimates will be supported by source documents, which represent measured quantities. A monthly pay estimate will be forwarded to the City with recommendations regarding contractor payment. Maintain a current estimate of overall construction costs based on the contractor’s bid and the earned value of the work performed. It is assumed up to three (3) payment request will be reviewed.

- **Submittal Management** - MKN will maintain a log of, manage, and circulate contractor submittals and shop drawings to the City and/or Design Engineer for review and response. It is anticipated that up to 20 submittals will be received. It is assumed that no more than one original submittal will be received, and that no more than 6 conforming resubmittals will be required.

- **Requests for Information (RFIs) Management** - MKN will maintain a log of, manage, and circulate contractor RFIs to the City and/or Design Engineer for review and response. It is anticipated that up to 10 RFIs will be received.

- **Change Order Management** – MKN will investigate proposed change orders submitted by the Contractor or requested by the City. MKN will evaluate potential impacts on the project schedule and budget, and will recommend approval or disapproval. As part of this task MKN will:
  
  - Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
  
  - Circulate potential change order requests to the City and/or Design Engineer for additional information and comments.
  
  - Assess the impacts of the proposed change on the Contractor’s schedule and operations; and prepare a written response summarizing the impact of the proposed change in terms of extra costs / cost savings, schedule, and effect on Contractor’s obligations.
  
  - Coordinate responses to RFIs. Evaluate the Contractor’s price proposals and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
o Maintain a change order log as a means for tracking change order proposals through the review and approval process. MKN will establish files for potential change orders or claims to accumulate supporting documentation should the issues result in a change order or claim.

MKN will review three (3) change order requests from the contractor and provide a recommendation to the City.

- **Final Inspection and Punch List** - MKN will, in conjunction with the City, evaluate the near-completed facilities to confirm general compliance and/or identify discrepancies and deficiencies in the work performed by the Contractor. MKN will prepare the necessary punch list to identify such items. Upon correction of the punch-list items by the contractor MKN will report to the City on the completion of the project, and recommend project acceptance and final payment to the Contractor.

- **Record Drawings** – MKN will receive the Contractor’s redlines and review for completeness and accuracy based on observation reports, photos, RFIs and approved change orders. Redlines will be then be provided to the City and/or Design Engineer for development of Record Drawings.

**Task Group 200 – Construction Observation**

- **Construction Observation** – For budgetary purposes, this proposal assumes that MKN will have an onsite observer at the project site approximately three hours per working day (assumed 60 working days). The actual observation time requirements may vary. At the first indication of complications or complexities that would require additional observation time, the City will be notified.

MKN will implement observation guidelines for monitoring the quality of the Contractor's work, conduct field observation, and prepare documentation (on an as-needed basis) of construction tasks. Copies of significant photographs of construction activities will be provided to the City. Additionally, MKN will obtain delivery slips and tickets for materials delivered to the jobsite to use when checking payment requests.

Upon witnessing (and discussing with City) materials, installation process, or levels of quality that do not meet the requirements of the construction contract documents, MKN may issue a Non-Conformance Report notifying the Contractor of such deviation, and inquire about the Contractor’s proposed corrective action. Copies will be immediately forwarded to the City.

MKN will hold bi-weekly construction meetings with the Contractor at the job site to review project schedule and to coordinate special inspection if required. City personnel will be invited to attend these meetings but will not be required to attend unless notified regarding a specific topic to review/coordinate with the Contractor. The design engineer may also be requested to attend when requested by the Contractor to discuss design issues.

The Contractor has sole responsibility for compliance with safety requirements. MKN staff will monitor the Contractor’s general compliance with its safety program.

- **Startup Services** – MKN will be onsite for the duration of the water treatment system startup (assumed 8 hours) to observe the Contractors startup and testing program to assure water quality compliance with the requirements of the project construction documents local regulatory standards.
MKN can assist the Contractor with troubleshooting of the treatment system in the event water quality standards are not being met.

ASSUMPTIONS:

- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through Client and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through Client, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.
- The City will be responsible for providing special inspection services and materials testing services including but not limited to compaction testing, rebar inspection, masonry inspection, and concrete and grout sampling.
- The City will be responsible for providing building inspection of the treatment system structure for compliance with applicable local and state building codes.
- The City will be responsible for providing sampling and lab testing associated with disinfection of pipelines or the water treatment facility.
- The Design Engineer will be responsible for submittal review, response to design related RFIs, attending project meetings and site visits as requested or as required per Project Contract Documents, and will be preparing Record Drawings based on Contractor’s redlines.

BUDGET

MKN proposes to complete this work on a time and material basis with a budget not to exceed $35,140. A breakdown of costs is provide below. A detailed breakdown of costs is provide on the attached spreadsheet. Hourly rates are attached but may be revised annually. Other direct costs will be charged with a 10% markup.

<table>
<thead>
<tr>
<th>Project Task</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task Group 100- Construction Management Services</td>
<td>$6,800</td>
</tr>
<tr>
<td>Task Group 200- Construction Observation</td>
<td>$28,340</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$35,140</strong></td>
</tr>
</tbody>
</table>

Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

Sincerely,

J.J. Reichmuth, PE  
Project Manager

Michael K. Nunley, PE  
Principal

Attachment:  MKN Resumes  
Budget Spreadsheet  
Fee Schedule
EXPERIENCE

Mr. Reichmuth is a Project Engineer with over 16 years of design experience as a project engineer specializing in wastewater treatment facilities, lift stations, pipelines, and water facilities and performing construction management services. Mr. Reichmuth also has nearly a decade of experience working in the geotechnical engineering discipline specializing in field engineering and construction observation.

RELEVANT PROJECTS

**DJ Farms Water Storage Tank and Well, City of Guadalupe, California.** Project Engineer. Design and construction of a new 750,000 gallon welded steel tank and 1,000 gpm well to serve a new development in the City of Guadalupe. Also provided construction phase service for the City.

**DJ Farms Housing Development Observation Services, City of Guadalupe, CA.** Performed construction observation services for the City of Guadalupe. Field checked water and sewer system improvements for conformance to the City’s specifications and approved development plans. Provided the City with recommendations regarding compliance of completed work with approved development plans and/or City standards. Prepared daily field reports and other documentation.

**TrussPro Emergency Sewer Repair/Replacement Project, City of Guadalupe, California.** Performed construction management services for project to repair and replace a failing sewer main crossing under the Union Pacific Railroad tracks. New sewer line was installed using by jack and bore construction techniques.

**Tognazzini Well Improvements, City of Guadalupe, California.** Project Engineer. Project included rehabilitation of a municipal water well in the City of Guadalupe. Design included well swabbing and development, new pump and column, flowmeter, controls, SCADA, replacement of electrical systems, and piping improvements. Currently performing construction management for the project.

**Arroyo Grande Creek Sewer Rehabilitation Project, City of Arroyo Grande, California.** Project Engineer. Developed construction documents for the rehabilitation of 2,400 feet of aging sewer main for the City of Arroyo Grande. Due to the close proximity of the sewer main to the Arroyo Grande Creek, cured-in-place-pipe (CIPP) was proposed. Construction phase services was also performed for the City.

**Arroyo Grande Lift Station No.1 Project, City of Arroyo Grande, California.** Project Engineer. Developed construction documents for the repair of an incoming gravity sewer main into Lift Station No. 1. Construction phase services was also performed for the City.

**Grit Removal Project, South San Luis Obispo County Sanitation District, CA.** Project Engineer. Provided construction phase services for a new grit removal facility for the WWTP. Responsibilities included performing construction observations, coordination of special inspection, and review of submittals, submittals, and RFIs.
Plan Review Services, City of Arroyo Grande, CA. Performed various development plan review services for the City of Arroyo Grande. Performed review of proposed public improvements associated with development projects including storm water drainage, water, and sewer improvements for conformance with City’s Standard Specifications.

San Simeon Wellfield Evaluation and Rehabilitation, San Simeon Community Services District, CA. Project Engineer. Provide construction management and construction observation for two new wellhead facilities including pumps, process piping, electrical, and SCADA.

El Camino Real Storm Drain Rehabilitation, City of Arroyo Grande, California. Project Engineer. Project consists of rehabilitating an existing 24-inch corrugated metal pipe located under an existing structure. Services included design and construction observation of 300 linear feet of cured-in-place pipe (CIPP). The next phase of the project includes design of storm drain piping within El Camino Real so that the City can abandon the existing pipe under the structure.

Observation Services, Nipomo Community Services District, CA. Performed observation services for NCSD. Field checked water system improvements for conformance to the District’s specifications and approved development plans. Provided the District with recommendations regarding compliance of completed work with approved development plans and/or District standards. Prepared daily field reports and other documentation.

Tognazzini Well Intertie Pipeline, City of Guadalupe, California. Performed construction management for new 8 inch PVC transmission pipeline to convey well water to City distribution system.


DJ Farms Housing Development Observation Services, City of Guadalupe, CA. Performed construction observation services for the City of Guadalupe. Field checked water and sewer system improvements for conformance to the City's specifications and approved development plans. Provided the City with recommendations regarding compliance of completed work with approved development plans and/or City standards. Prepared daily field reports and other documentation.

2010 Sewer Rehab Project, City of El Paso de Robles, CA. Project Engineer/Construction Observer. Performed observation services for the City at several sewer segments identified to be rehabilitated. Performed field observations on improvements for conformance to the City’s specifications. Provided the City with recommendations regarding compliance of completed work with approved City standards. Prepared daily field reports and other documentation.

Sulfur Spring Pipeline Construction Phase Services, City of El Paso de Robles, CA. Project Engineer/Construction Observer. Project to capture spring water that erupted in the City Hall parking lot as a result of the San Simeon Earthquake. Provide construction management and construction observation for collection system, pipeline, and leach field to transport thermal spring water to the Salinas River.

Foothill PRV Vault Design, City of San Luis Obispo, California. Project Engineer. Performed design and production of construction documents to replace and relocate a 16 inch pressure reducing valve. An 8 inch low flow bypass was incorporated into the design to improve system performance.

Branch Street Waterline Improvements, Nipomo Community Services District, California. Project Engineer. Project consists of abandoning an aged 6-inch waterline and installation of approximately 400 linear feet of new 8 inch waterline, reconnecting water services and installation of a new fire hydrant. MKN developed project alternatives, provided recommendations to the District, produced plans and specifications for public bid and an opinion of construction cost.
Christopher J. Martin
Principal Chemical Engineer

**Education**
B. S. Ch. E. 1982 University of Washington, Seattle

**Years of Experience**
Joined MKN 2016
With others 34 years

**Registration**
Registered Chemical Engineer – California (CH 4597)

**Affiliations**
American Water Works Association
American Membrane Technology Association

**EXPERIENCE**

Mr. Martin has 30 years of experience in advanced water treatment processes, such as reverse osmosis, ion exchange, and specialty adsorbents. He is an expert in water quality issues both in the municipal and industrial industries, with over 30 treatment plant designs and dozens of evaluations and feasibility studies. Mr. Martin has presented numerous papers at water industry conferences concerning water quality and treatment topics, and is a recognized expert in these fields.

**RELEVANT PROJECTS**

**Seawater Desalination Plant Emergency Operations Plan, City of Morro Bay, California.**
Project Engineer. Evaluated water quality from 5 existing wells and developed methods of treating high iron concentrations to enable operation of the Morro Bay Water Treatment Plant RO system. The project included developing process and instrumentation diagrams to capture plant modifications that have been performed over the 24 years since the plant was developed, as well as designing plant retrofits and improvements to allow for emergency operation in the future.

**5 Well Project, City of Bakersfield, California.**
Project Engineer. Designed and performed Construction Management services for the City of Bakersfield for installation of arsenic treatment systems at five wells. This included assistance in process equipment selection under an emergency authorization to expedite installation.

**City of Santa Nella, CA**
Project engineer responsible for development of chemical storage and metering facilities for a 20 MGD membrane filtration treatment plant for municipal water supply.

**Monte Vista Water District Well 33**
Project engineer for nitrate removal project. Facilities included ion exchange treatment for nitrate removal and softening, blending to allow delivery of selectable nitrate concentration to two different water systems, salt storage and brine facilities, and chemical feed systems including chlorine and ammonia feeds for chloramination.

**Santa Margarita Water District**
Design engineer for chlorine and ammonia feed systems and UV disinfection system for the Upper Chiquita Reservoir project.

**Petronas ANGSI Offshore CEOR Project**
Served as lead engineer for development of a 1060 m3/d (6.7 MGD) membrane filtration, reverse osmosis, and vacuum tower deaeration system to be installed offshore in the South China Sea.

www.mknassociates.us
The project included Chemical Enhanced Oil Recovery (CEOR) chemical storage and mixing systems requiring addition of over 250 tons per day of soda ash and other chemicals in an offshore environment. After review of the logistics, Petronas repeated the project development process in an onshore environment, requiring development of methods to coordinate and control delivery of the CEOR injection water through a 170 km pipeline to the offshore field.

**Appomattox Ultrapure Water Generation System**
Served as lead engineer for development of a 12 gpm ultrapure boiler feed water system for the Appomattox offshore platform. The project included reverse osmosis, membrane deaeration, and continuous electrodeionization to stringent water quality requirements.

**Waterflooding Study Offshore Angola**
Project manager for study of facilities requirements for 600,000 bpd (25 MGD) offshore waterflood. Processes studied included membrane filtration, nanofiltration, reverse osmosis, and deaeration technologies as well as subsea pumping and treatment. The objective of the study was to determine weight and footprint impacts of various processes to enable design of the floating production and storage vessel.

**Water Standard CEOR Demonstration Pilot**
Project manager for in-house piloting demonstrating the ability to meet stringent injection water quality targets using seawater as a source. The project required developing innovative process combinations as well as proprietary control schemes to assure compliance with water quality targets.

**Various CEOR Systems**
Developed processes and methods for treating seawater and produced water to provide injection water for over 30 users in various locations throughout the world, both onshore and offshore. Provided water quality consultation to clients to ensure the viability of the CEOR process.

**Water Systems for St. Joseph EOR Pilot Project and Angsi CEOR Field Development Project FEED**
Designed the membrane treatment systems and was responsible for directing all process engineering activities, including the development P&IDs, PFDs, and HMBs.

**Capistrano Desalter**
Project engineer for design of treatment process and chemical systems, including reverse osmosis process, iron and manganese removal, storage systems, and chlorine and ammonia feed equipment for chloramination.

**Long Beach Water Department.**
Performed a feasibility evaluation for onsite chlorine gas generation for the Long Beach Water Department’s Groundwater Treatment plant.

**Front Porch Development.**
Provided peer review of evaluation of the Marina Coast Water District seawater desalter to determine cost and feasibility of returning the desalter to service after 10-year shutdown.

**Poseidon Resources**
Provided concept-level design for 50 MGD seawater desalination system to be located in Carlsbad, CA. Design included significantly constrained site. Design was used to support proposal to MWDSC to obtain subsidy.

**Metropolitan Water District of Orange County**
Technical leader for concept level design of 50 MGD seawater desalination plant to be located near Dana Point. Design was used to support proposal to MWDSC to obtain subsidy. Provided process design for the 1.15 MGD Cambria, California seawater reverse osmosis treatment plant.
## Task Group 100 Construction Management Services

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Principal Engineer</th>
<th>Project Engineer</th>
<th>Assistant Engineer</th>
<th>Administrative Assistant</th>
<th>Total Hours (MKN)</th>
<th>Subtotal Labor (MKN)</th>
<th>Subconsultant and ODCs</th>
<th>Total Cost</th>
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### Task Group 200 Construction Observation

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<th>Subtotal Labor (MKN)</th>
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**TOTAL BUDGET**

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<th>Project Engineer</th>
<th>Assistant Engineer</th>
<th>Administrative Assistant</th>
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<th>Subtotal Labor (MKN)</th>
<th>Subconsultant and ODCs</th>
<th>Total Cost</th>
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<td>Administrative Assistant</td>
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</table>

Mileage to be reimbursed at IRS rate

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Item 8.h. - Page 91
FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

- Principal Engineer: $175/HR
- Senior Project Engineer: $165/HR
- Project Engineer: $145/HR
- Water Resources Planner: $135/HR
- Assistant Engineer: $125/HR
- GIS Specialist: $125/HR
- GIS Technician: $105/HR
- Senior Design Technician: $92/HR
- Administrative Assistant: $55/HR

Routine office expenses such as computer usage, telephone charges, office equipment and supplies, incidental postage, copying, faxes, etc., are included in the hourly rates.

DIRECT PROJECT EXPENSES

- Outside Reproduction: Cost + 10%
- Subcontracted or Subconsultant Services: Cost + 10%
- Travel & Subsistence (other than mileage): Cost
- Auto Mileage: Current IRS Rate - $.54/mi.
February 12, 2020

Jill McPeek  
Capital Improvement Project Manager  
City of Arroyo Grande  
(Submitted Electronically)

RE: Trenchless Sewer Rehabilitation Project

Dear Jill,

PROJECT UNDERSTANDING

It is our understanding that the City intends to rehabilitate sections of sewer mains located on South Alpine Street, between Farroll Avenue and Sandalwood Avenue west of South Halcyon, between Wood Place and Alder Street north of Dodson Way, and Vernon Street. These sewer main sections were identified in the 2012 Sewer Master Plan as having root intrusion, minor cracks, offsets, and/or minor structural defects. Rehabilitation of these pipelines will be performed using cured-in-place pipe.

As requested, Michael K. Nunley and Associates (MKN) is pleased to provide this proposal to provide construction documents for rehabilitation of the identified pipelines and to provide construction management services during construction. The following scope of work identifies items necessary to perform the project.

SCOPE OF WORK

Task Group 100 – Construction Documents

MKN will review sewer videos to be obtained by the City. After reviewing, MKN will meet with City staff to discuss the project. In particular the following items will be discussed with the City:

- Any issues and constraints observed in the video
- Site access
- Sewer bypassing constraints

MKN will then prepare project construction documents for public bid. It is anticipated that the construction documents will include the City’s standard front-end documents, technical specifications for temporary bypassing and sewer lining, and an exhibit outlining the general location and limits of the project. It is anticipated that the sewer lining specifications developed for previous rehabilitation projects will be utilized for this project.

MKN will prepare the project bid schedule based on the videos. It is anticipated the schedule will include segment lengths, pipe material, diameter, number of laterals associated with each segment, traffic control, and temporary bypassing.
One copy of electronic specifications saved as PDF files will be provided to the City for review at the draft design submittal. The final construction contract documents will be signed and sealed by a registered professional engineer licensed in the State of California and will be provided in electronic format. An Engineer’s Opinion of Construction Cost will be provided with the draft and final specifications.

MKN staff will attend one progress meeting to discuss comments from the City’s review of the draft construction documents.

**Task Group 200- Bid Phase Services**

During bidding of the project MKN will provide the following services:

- Prepare and conduct a pre-bid meeting and job walk
- Compile a list of bidders
- Respond to requests for information (RFIs) during the bidding period and prepare addenda for issuance to bidders by the City.
- Review submitted bids
- Prepare a recommendation for the award of the construction contract.

**Task Group 300 – Construction Phase Services**

- **Pre-Construction Conference** – Conduct a pre-construction conference with the City and Contractor’s team as they prepare to mobilize for the Project. As part of this effort MKN will: (1) review the specifications with the Contractor to facilitate the Contractor’s understanding of the Project; (2) review the Contractor’s construction schedule and resource scheduling including equipment, labor and supervision planning; and (3) outline contract requirements regarding security and safety matters such as fences, traffic control, and notification of residents of the work.

- **Progress Pay Estimate** – Review the Contractor’s progress pay estimates in accordance with the contract documents. Progress estimates will be supported by source documents, which represent measured quantities. A monthly pay estimate will be forwarded to the City with recommendations regarding contractor payment. Maintain a current estimate of overall construction costs based on the contractor’s bid and the earned value of the work performed. It is assumed up to three (3) payment request will be reviewed.

- **Submittal Management** - MKN will maintain a log of, manage, and review contractor submittals and shop drawings and provide comments to the contractor. It is anticipated that up to twelve (12) submittals will be received. It is assumed that no more than one original submittal will be received, and that no more than 3 conforming resubmittals will be required.

- **Change Order Management and Requests for Information (RFIs)** – MKN will investigate proposed change orders submitted by the Contractor or requested by the City. MKN will evaluate potential impacts on the project schedule and budget, and will recommend approval or disapproval. As part of this task MKN will:
  - Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
  - Assess the impacts of the proposed change on the Contractor’s schedule and operations; and prepare a written response summarizing the impact of the proposed change.
change in terms of extra costs / cost savings, schedule, and effect on Contractor's obligations.

- Coordinate responses to RFIs. Evaluate the Contractor's price proposals and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.

- Maintain a change order log as a means for tracking change order proposals through the review and approval process. MKN will establish files for potential change orders or claims to accumulate supporting documentation should the issues result in a change order or claim.

MKN will review two (2) change order requests from the contractor and provide a recommendation to the City.

- **Construction Observation** - For budgetary purposes, this proposal assumes that MKN will have an onsite observer at the project site approximately three hours per working day (assumed 12 working days) including time required to record observations. The actual observation time requirements may vary. At the first indication of complications or complexities that would require additional observation time, the City will be notified.

  MKN will implement observation guidelines for monitoring the quality of the Contractor's work, conduct field observation, and prepare documentation (on an as-needed basis) of construction tasks. Copies of significant photographs of construction activities will be provided to the City. Additionally, MKN will obtain delivery slips and tickets for materials delivered to the jobsite to use when checking payment requests.

  Upon witnessing (and discussing with City) materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract documents, MKN may issue a Non-Conformance Report notifying the Contractor of such deviation, and inquire about the Contractor's proposed corrective action. Copies will be immediately forwarded to the City.

  The Contractor has sole responsibility for compliance with safety requirements. MKN staff will monitor the Contractor's general compliance with its safety program.

- **Final Inspection and Punch List** - MKN will, in conjunction with the City, evaluate the near-completed facilities to confirm general compliance and/or identify discrepancies and deficiencies in the work performed by the Contractor. We will prepare the necessary punch list to identify such items. Upon correction of the punch-list items by the contractor MKN will report to the City on the completion of the project, and recommend project acceptance and final payment to the Contractor.

**ASSUMPTIONS:**

- The City will provide sewer line videos
- The City will provide front-end documents
- The City will provide access to locate manholes.
- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through Client and will use good professional judgment in reviewing and evaluating such information. If MKN identifies any error or inaccuracy in data or information provided by or through
Client, or determines that additional data or information is needed to perform the services, MKN shall promptly notify the client.

- The City will be responsible for providing materials testing services (if required).

**BUDGET**

MKN proposes to complete this work on a time and material basis with a budget not to exceed $28,982. A breakdown of costs is provided below. A detailed breakdown of costs is provide on the attached spreadsheet. Hourly rates are attached but may be revised annually. Other direct costs will be charged with a 10% markup.

<table>
<thead>
<tr>
<th>Project Task</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task Group 100- Construction Documents</td>
<td>$12,226</td>
</tr>
<tr>
<td>Task Group 200- Bid Phase Services</td>
<td>$2,272</td>
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<td>Task Group 200- Construction Phase Services</td>
<td>$14,484</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$28,982</strong></td>
</tr>
</tbody>
</table>

Thank you for providing MKN with the opportunity to provide professional services for your project. If you have any questions regarding this proposal, please let me know.

Sincerely,

J.J. Reichmuth, PE  
Project Manager

Michael K. Nunley, PE  
Principal

Attachment: Budget Spreadsheet  
Fee Schedule
## City of Arroyo Grande - Trenchless Sewer Rehabilitation Project

### Task Group 100 Construction Documents

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Principal Engineer</th>
<th>Senior Project Engineer</th>
<th>Assistant Project Engineer/Construction Observer</th>
<th>Drafter</th>
<th>Administrative Assistant</th>
<th>Total Hours (MKN)</th>
<th>ODCs</th>
<th>Total Cost (MKN)</th>
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<tr>
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### Task Group 300 Construction Phase Services

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<th>Drafter</th>
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**TOTAL BUDGET**

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<th>Senior Project Engineer</th>
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<th>Drafter</th>
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### Billing Rates

- **Principal Engineer**: $191/hr
- **Senior Project Engineer**: $180/hr
- **Project Engineer**: $159/hr
- **Assistant Engineer/Construction Observer**: $136/hr
- **Drafter**: $138/hr
- **Administrative Assistant**: $65/hr

Mileage to be reimbursed at IRS rate
AGREEMENT FOR CONSULTANT SERVICES

AMENDMENT NO. 2

This Second Amendment ("Second Amendment") to Agreement for Consultant Services ("Agreement") by and between the CITY OF ARROYO GRANDE and EIKHOF DESIGN GROUP, INC. ("Consultant") is made and entered into this 25th day of February 2020.

WHEREAS, the parties entered into an Agreement dated March 1, 2015 for On-Call Consultant Services; and

WHEREAS, the parties desire to further modify the Agreement as set forth herein.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Section 1 ("TERM") of the Agreement, shall be modified in its entirety to read as follows:

   This Agreement shall be extended and remain and continue in effect until September 30, 2020, or such date that the work is completed or unless sooner terminated pursuant to the provisions of this Agreement.

2. To include the specific, previously authorized projects as specified in Exhibit "A" attached hereto and incorporated herein by this reference.

3. Except as modified herein, all other terms and conditions set forth in the CSA, as amended, shall remain unchanged.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this First Amendment the day and year first above written.

EIKHOFF DESIGN GROUP, INC.

By:______________________________

CITY OF ARROYO GRANDE

By:______________________________
Caren Ray Russom, Mayor
Exhibit A

Scope of Services

1. Castillo del Mar Extension
2. Material Bins at Corp. Yard
3. 2020 Concrete Repairs
4. Phase IV Soto Sports ADA Project
September 12, 2019

Jill McPeek
Capital Improvement Project Manager
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

RE: Engineering Services for Corporation Yard Material Storage Project

Dear Jill:

Thank you for the opportunity to provide engineering services for the Corporation Yard Materials Storage Project. The proposed services include the following items of work:

- Prepare a preliminary conceptual design plan.
- Conduct a site meeting with the City of Arroyo Grande staff at the site to review the conceptual design plan.
- Conduct research regarding options for materials containment and shelter options.
- Prepare footing design for pre-engineered building.
- Analyze and determine adequacy of existing covered storage structure. Design either attached or detached structure to cover paint cleaning area.
- Prepare 60%, 90% and 100% design plans for City review and correction, including building department.
- An Engineer’s Estimate will be prepared with alternates to meet the anticipated project budget.
- Prepare bid documents using City boilerplate and technical specifications.
- Construction Management and inspection services will be provided by the City. However, Eikhof Design Group will be available for construction support and to answer field questions.
- Record Drawings will be prepared and submitted following completion of the project.

The table below outlines the estimated costs to perform the work as outlined above.
# Fee Proposal for Corporation Yard Material Storage Project

<table>
<thead>
<tr>
<th>Task 1 – Conceptual Plan, Design Kick-off, Measurements, Research</th>
<th>Position</th>
<th>Rate ($/hour)</th>
<th>No. of Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$170.00</td>
<td>4</td>
<td>$680.00</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$150.00</td>
<td>8</td>
<td>$1,200.00</td>
<td></td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$130.00</td>
<td>4</td>
<td>$520.00</td>
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</tr>
<tr>
<td><strong>Task 1 Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,400.00</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Task 2 – Prepare 60% Design Plans, Analyze Existing Structure, and conduct additional research</th>
<th>Position</th>
<th>Rate ($/hour)</th>
<th>No. of Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$170.00</td>
<td>10</td>
<td>$1,700.00</td>
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<tr>
<td>Project Manager</td>
<td>$150.00</td>
<td>2</td>
<td>$300.00</td>
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<tr>
<td>Engineering Technician</td>
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<table>
<thead>
<tr>
<th>Task 3 – Prepare 90% Bid Documents and consult with City staff</th>
<th>Position</th>
<th>Rate ($/hour)</th>
<th>No. of Hours</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
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<td>$340.00</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Engineering Technician</td>
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<td>$1,300.00</td>
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<tr>
<td><strong>Task 3 Total</strong></td>
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<table>
<thead>
<tr>
<th>Task 4 – 100% Bid Documents, Pre-Bid Meeting, Bidding Support</th>
<th>Position</th>
<th>Rate ($/hour)</th>
<th>No. of Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$170.00</td>
<td>2</td>
<td>$340.00</td>
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<tr>
<td>Engineering Technician</td>
<td>$130.00</td>
<td>7</td>
<td>$910.00</td>
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<td><strong>Task 4 Total</strong></td>
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<table>
<thead>
<tr>
<th>Task 5 – Construction Support, Record Drawings (As Needed)</th>
<th>Position</th>
<th>Rate ($/hour)</th>
<th>No. of Hours</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$170.00</td>
<td>4</td>
<td>$680.00</td>
<td></td>
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<tr>
<td>Engineering Technician</td>
<td>$130.00</td>
<td>4</td>
<td>$520.00</td>
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<tr>
<td><strong>Task 5 Total</strong></td>
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<td><strong>$1,200.00</strong></td>
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</tr>
</tbody>
</table>

| Estimated Design Fee                                            |                           |               | **$14,140.00**|

Please contact me if you have any questions or would like to discuss this further. I can be reached at 805-470-1910 ext 101 or by e-mail at jeff@eikhofdesigngroup.com.

Respectfully,

Jeff van den Eikhof, PE
President, Eikhof Design Group, Inc
Attachment: Fee Schedule.
# 2019 Fee Schedule

<table>
<thead>
<tr>
<th>Personnel Description</th>
<th>Typical Rate/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Civil Engineer</td>
<td>$ 170.00</td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>$ 160.00</td>
</tr>
<tr>
<td>Project / Construction Management</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$ 130.00</td>
</tr>
<tr>
<td>Inspection</td>
<td>$ 125.00</td>
</tr>
<tr>
<td>Drafting</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$  80.00</td>
</tr>
</tbody>
</table>

**Reimbursable Expenses**

- **Subcontracted Services**: Cost + 15%
- **Mileage**: $0.58/mile (Current Federal Rate)

The hourly costs indicated include all reproduction fees for the project.
December 2, 2019

Jill McPeek
Capital Improvement Project Manager
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

RE: Engineering Services for 2020 Concrete Repairs Project

Dear Jill:

Thank you for giving Eikhof Design Group the opportunity to provide engineering services for the 2020 Concrete Repairs Project. The proposed services include the following items of work:

- Field assessment of sidewalks and concrete repair locations identified in the Candidate projects list provided by the City, including the following:
  - Areas of Trips and Falls
  - Village Glen Drive neighborhood
  - Areas Known to need repairs

  Field measurements will be taken using a measuring wheel and tape measure to determine quantities

- Preparation of a preliminary Engineers Estimate confirming the locations for design work. If the project budget allows for the inclusion of additional candidate project locations, Eikhof Design Group will prepare a cost estimate for the additional design work for consideration by the City.

- Design for repairs of concrete locations listed above.

- The bid package will include the previously designed concrete repair work on Halcyon Avenue as part of the base-bid.

- An Engineer’s Estimate will be prepared with alternates to meet the approved budget of approximately $110,000.

- Preparation of bid documents using City boilerplate and technical specifications. Bid documents will include tabulated repair areas located by address.

- The City will provide Construction Management and inspection services. However, Eikhof Design Group will be available for construction support and to answer field questions.

- Record Drawings will be prepared and submitted following completion of the project.

The table below outlines the estimated costs to perform the work as outlined above.
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<table>
<thead>
<tr>
<th>Task 1 - Design Kick-off, Measurements, Document Review</th>
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<tr>
<td><strong>Position</strong></td>
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<td>Principal Engineer</td>
<td>$170.00</td>
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<td>Engineering Technician</td>
<td>$130.00</td>
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<tr>
<td><strong>Task 1 Total</strong></td>
<td><strong>$2,860.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task 2 - Prepare Preliminary Estimates and Location Spreadsheet</th>
<th></th>
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</thead>
<tbody>
<tr>
<td><strong>Position</strong></td>
<td><strong>Rate ($/hour)</strong></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$150.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$130.00</td>
</tr>
<tr>
<td><strong>Task 2 Total</strong></td>
<td><strong>$4,020.00</strong></td>
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<th>Task 3 - Prepare 90% Bid Documents and Meeting with Staff</th>
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<td><strong>$10,200.00</strong></td>
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<tr>
<td>Engineering Technician</td>
<td>$130.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$80.00</td>
</tr>
<tr>
<td><strong>Task 4 Total</strong></td>
<td><strong>$3,370.00</strong></td>
</tr>
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<th>Task 5 - Construction Support, Record Drawings (As Needed)</th>
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<td>$170.00</td>
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<tr>
<td>Engineering Technician</td>
<td>$120.00</td>
</tr>
<tr>
<td><strong>Task 5 Total</strong></td>
<td><strong>$1,200.00</strong></td>
</tr>
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</table>

| Estimated Design Fee                                        | **$21,650.00**     |                 |           |

Please contact me if you have any questions or would like to discuss this further. I can be reached at 805-470-1910 ext 101 or by e-mail at jeff@eikhofdesigngroup.com.

Respectfully,

Jeff van den Eikhof, PE
President, Eikhof Design Group, Inc
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<td>$ 170.00</td>
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<td>Civil Engineer / Licensed Land Surveyor</td>
<td>$ 160.00</td>
</tr>
<tr>
<td>Project / Construction Management</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Development Review Services</td>
<td>$ 135.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$ 130.00</td>
</tr>
<tr>
<td>Public Works Inspection</td>
<td>$ 125.00</td>
</tr>
<tr>
<td>Draftsman</td>
<td>$ 100.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$  80.00</td>
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</tbody>
</table>

**Reimbursable Expenses**

- Subcontracted Services: Cost + 15%
- Mileage: $0.54/mile (Current Federal Rate)
- Reproduction Services: Cost + 15%
February 17, 2020

Jill McPeek
Capital Improvement Project Manager
City of Arroyo Grande
300 East Branch Street
Arroyo Grande, CA 93420

RE: Engineering Services for the Soto Sports Complex ADA – Phase IV

Dear Jill:

Thank you for giving Eikhof Design Group the opportunity to provide engineering services for the Soto Sports Complex ADA – Phase IV. Eikhof Design Group’s involvement with all the Sports Complex ADA upgrades since 2013 will be beneficial in the completion of this next phase.

Based on the scope of the work, and the conceptual location of the ADA pathway, the estimated engineering fees for design is $25,000. Our work does not include field surveying. Also excluded from the estimated fee is the design of retaining walls over three feet in height. The design of walls over three feet tall will require additional costs and a soils report to determine the design parameters.

We look forward to working with the City to complete this next phase of the Soto Sports Complex. Please contact me if you have any questions or would like to discuss this further. I can be reached at 805-470-1910 ext 101 or by e-mail at jeff@eikhofdesigngroup.com.

Respectfully,

Jeff van den Eikhof, PE
President, Eikhof Design Group, Inc

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<td>Assistant Engineer</td>
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<td>Development Review Services</td>
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<td>Engineering Technician</td>
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<td>Draftsman</td>
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<tr>
<td>Clerical</td>
<td>$  80.00</td>
</tr>
</tbody>
</table>

## Reimbursable Expenses

- **Subcontracted Services**: Cost + 15%
- **Mileage**: $0.54/mile (Current Federal Rate)
- **Reproduction Services**: Cost + 15%
February 17, 2020

Jill McPeek  
Capital Improvement Project Manager  
City of Arroyo Grande  
300 East Branch Street  
Arroyo Grande, CA 93420

RE: Engineering Services for Castillo del Mar Design Road Extension – Phase I (Amendment No. 3)

Dear Jill:

As we have discussed, the Castillo del Mar project has been extremely complex with many moving portions. Eikhof Design Group has been working on the project since May 2018. The overall scope of work has changed several times over the past 20 months, including removing and adding portions of work, preparing multiple exhibits and additive alternates, and preparing construction easement documents. Thankfully, the project is nearing completion and should be ready to bid soon.

To cover the costs of the additional work, we respectfully request an additional $10,000 amendment to our contract. This amendment should cover the final preparation of the bid documents including the technical specifications and exhibits, construction easement documents, and assistance during the bidding process.

Please contact me if you have any questions or would like to discuss this further. I can be reached at 805-470-1910 ext 101 or by e-mail at jeff@eikhofdesigngroup.com.

Respectfully,

Jeff van den Eikhof, PE  
President, Eikhof Design Group, Inc  
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<td>Principal Civil Engineer</td>
<td>$ 170.00</td>
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<tr>
<td>Civil Engineer / Senior Project Manager</td>
<td>$ 160.00</td>
</tr>
<tr>
<td>Construction Management / Project Manager</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>Assistant Engineer</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Development Review Services</td>
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<td>Draftsman</td>
<td>$ 100.00</td>
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<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Fee</th>
</tr>
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<tbody>
<tr>
<td>Subcontracted Services</td>
<td>Cost + 15%</td>
</tr>
<tr>
<td>Mileage</td>
<td>$0.54/mile (Current Federal Rate)</td>
</tr>
<tr>
<td>Reproduction Services</td>
<td>Cost + 15%</td>
</tr>
</tbody>
</table>