

**AMENDMENT NO. 1**

**TO AGREEMENT FOR CONTRACT SERVICES**

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation (“Consultant”), is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

A. City and Consultant entered into that certain Agreement for Contractual Services dated May 3, 2022 (“Agreement”), whereby Consultant agreed to create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City for compensation in an amount not-to-exceed \$1,106,932.00 during the term of the Agreement which is set to expire July 31, 2023.

B. City now requests Consultant to provide additional services for an additional compensation not to exceed \$257,211 thereby increasing the Contract Sum to \$1,364,143, and to extend the Agreement term to January 31, 2024 to allow Consultant to complete the additional services.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein (new text in *bold italics* and deleted text in ~~strikethrough~~).

**A. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:**

“1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and *Exhibit “A-1”* and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.”

**B. Section 1.2 (Consultant’s Proposal) of the Agreement is hereby amended to read in its entirety as follows:**

“1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein, **and the scope of services set out in Exhibit “A-1.”** In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.”

**C. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:**

“2.1 Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Three ~~One Hundred Sixty Four Six Thousand One Nine Hundred Forty Three Thirty-Two~~ Dollars (\$1,364,143.00 ~~\$1,106,932.00~~)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

**D. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:**

“3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services which shall occur not later than **January 31, 2024**~~July 31, 2023~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

**E. Exhibit “A-1” is hereby added immediately following Exhibit “A” of the Agreement, as follows:**

See attached Exhibit “A-1.”

**F. Exhibit “C” (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

See attached Exhibit “C.”

**G. Exhibit “D” (Performance Schedule) of the Agreement is hereby amended to read in its entirety as follows:**

See attached Exhibit “D.”

**2. Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

**CONSULTANT:**

MICHAEL BAKER INTERNATIONAL, INC.,  
a Pennsylvania corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>		<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
	TITLE(S)	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b>		_____
(NAME OF PERSON(S) OR ENTITY(IES))		
_____		
_____		SIGNER(S) OTHER THAN NAMED ABOVE

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Signature: \_\_\_\_\_

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<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
_____	SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT “A-1”**  
**ADDITIONAL SERVICES**

**Consultant (or Michael Baker) will provide City additional services (“Additional Services”) as follows:**

- Task 5 – Program Support
  - 5.1 SEP Support – Supplemental Environmental Projects (SEPs) Concept Development, Grant Application, and Workplan Support
  - 5.2 LID Ordinance Support – Supplemental Review of City of Carson Municipal Code Stormwater Regulations and Ordinance Review
- Task 6 – Green Streets Support
  - 6.1 BMP Selection – Supplemental Field / Geotechnical Work & BMP (Best Management Practices) Selection
  - 6.2 BMP Design and Construction Support

**TASK 5 – PROGRAM SUPPORT**

***Total Fee - \$70,821***

**5.1 SEP Support**

***Total Fee - \$40,452***

Michael Baker will support the City with development and submittal of proposals for Supplemental Environmental Projects (SEPs) Concept Support. Work includes identifying environmentally beneficial projects, developing project concepts, and submitting proposals and workplans to the SEP program. The project proposals will be submitted to the State Water Resources Control Board (SWRCB) and Regional Water Quality Control Board (RWQCB) in coordination with two settling parties as an action to offset a portion of a civil penalty. The tasks will be completed as prioritized by the City based on time and costs. *The number of SEPs supported will be dictated by City, based on the result of conversations between the City and third parties. So far, one SEP has been confirmed. The second is still under negotiation.*

**1- Project Management**

Project manager (PM) will be responsible for all management and administrative tasks. The PM will serve as the key contact for the City. This includes bi-weekly meetings throughout the project including video, email and phone communications, monthly progress reports of the work product, budget, and schedule updates.

**Assumptions:**

- NTP (Notice to Proceed) of April 2023 and final deliverable in December 2023
- No review period is included in the period of performance for entities other than the City

**Deliverable(s):**

- Monthly Progress Reports / Meeting Minutes / Project Schedule

## **2 – Project Selection and Concept Development**

Michael Baker will evaluate and select, in coordination with the City, four (4) projects that qualify under the SEP policies. Concept reports (2-pages each) will be developed for each of the four (4) projects. The final two projects for which proposals/applications will be submitted will be decided in coordination with the City and the settling parties.

### **Deliverable(s):**

- PDF of the four (4) projects concepts

## **3 – Meeting Support**

Michael Baker will support the City in two (2) meetings, one (1) with the City Mayor's Office and one (1) City Council. Michael Baker will prepare the presentations and present the project concepts to the elected officials to gauge their interest and gain their support.

Project concepts will be further refined to include 2D/3D renderings to better convey the message.

### **Deliverable:**

- PowerPoint presentations and technical questions support

## **4 – SEPs Proposals/Applications Development and Submittal Support**

Michael Baker will work with the City to develop and submit proposals for two (2) of the four (4) projects identified in Task 3, based on recommendations from the City, settling parties, and in accordance with the SEP policies and guidelines, to maximize the chance of award.

### **Deliverable(s):**

- Two (2) SEP proposals/applications

## **5 – SEPs Workplans Development and Submittal Support**

Michael Baker will work with the City to develop and submit workplans for two (2) of the four (4) projects identified in Task 3, based on recommendations from the City, settling parties, and in accordance with the SEP policies and guidelines, to maximize the chance of award.

### **Deliverable(s):**

- Two (2) SEP workplans



## **5.2 LID Ordinance Support**

***Total Fee - \$30,369***

The City of Carson last updated Section 5809 of its Municipal Code in 2014 to incorporate stormwater regulations for low impact development (LID) and green streets (GS) policy in accordance with the Los Angeles County Municipal Stormwater (MS4) Permit. The Los Angeles County MS4 Permit has subsequently been updated in 2021 as Order R4-2021-0105 and includes requirements that are not currently addressed in Section 5809, such as tracking, inspections, and enforcement of post-construction BMPs (Best Management Practices). Michael Baker will assist the City of Carson by reviewing Order R4-2021-0105 and Section 5809 and will identify any deficiencies in the current municipal code and potential remedies.

### **1- Project Management**

Project manager (PM) will be responsible for all management and administrative tasks. The PM will serve as the key contact for the City. This includes bi-weekly meetings throughout this task including video, email and phone communications, monthly progress reports of the work product, budget, and schedule updates.

#### **Assumptions:**

- NTP of April 2023 and final deliverable in December 2023
- No review period is included in the period of performance for entities other than the City

#### **Deliverable(s):**

- Monthly Progress Reports / Meeting Minutes / Project Schedule

### **2 – Stormwater Code Review**

Michael Baker will assist the City in the review of the Municipal Code Stormwater Regulations Order R4-2021-0105 and Section 5809 and will identify any deficiencies in the current municipal code and potential remedies. Note that this review will be technical in nature and that final ordinance revision development will rest with the City and its City Attorney, with support from Michael Baker.

#### **Deliverables:**

- Presentation to City staff/City Attorney on deficiencies
- Summary memo on deficiencies and potential remedies
- Support for City revision of Section 5809

### **3 – LID Ordinance Amendment Support**

Michael Baker will assist the City with the ordinance revision but final ordinance development will rest with the City and its City Attorney.

**Deliverables:**

- Comments and Recommendations on LID Ordinance Revision

**TASK 6 – GREEN STREETS SUPPORT**

*Total Fee - \$186,190*

**6.1 BMP Selection**

*Total Fee - \$27,576*

Implementing water quality improvements to City streets projects. These are based on three existing street improvement projects the City is implementing.

**1- Project Management**

Project manager (PM) will be responsible for all management and administrative tasks. The PM will serve as the key contact for the City. This includes bi-weekly meetings throughout this task including video, email and phone communications, monthly progress reports of the work product, budget, and schedule updates.

**Assumptions:**

- NTP of April 2023 and final deliverable in December 2023
- No review period is included in the period of performance for entities other than the City

**Deliverable(s):**

- Monthly Progress Reports / Meeting Minutes / Project Schedule

**2 – Site Visits**

The Michael Baker Team will complete site visits to the three streets where improvements will occur. The site visits will confirm the results of the desktop analysis for potential green infrastructure locations. Items to review will include visual review of existing utilities in the area, movement of vehicles and pedestrians, and likelihood of resident contact with the improvements.

**Deliverable(s):**

- Site visit notes and write up.

**3 – Geotechnical Investigation**

We understand that street improvement projects are being planned by the City for the following streets:

- Gardena Boulevard
- South Main Street
- Avalon Boulevard

This proposal is for performing field infiltration testing for the referenced project. The Michael Baker Team will complete geotechnical investigation in specified locations to determine the feasibility of BMPs that rely on infiltration for their treatment mechanism. Potential green infrastructure improvements include bioretention areas (bulb outs that retain runoff) and dry wells. The sizing and siting of each of these would require investigation of the underlying soil properties to determine if infiltration is feasible. Depending on the proposed BMP a shallow or deep infiltration rate investigation will occur. The geotechnical engineer will also review available information about the underlying soil, such as potential for settling and liquefaction, to determine feasibility for infiltration BMPs.

Details of bioretention systems and dry well design are not available at this time. The scope of work consists of the following main tasks:

- Data review, marking borings, and permitting
- Field infiltration tests and laboratory tests
- Analyses and Report

### ***Data Review, Marking, and Permitting***

The Michael Baker Team will review relevant data from public sources of information and documents provided by Michael Baker to assess site geology, subsurface soil, and groundwater conditions. The data review results will be used to assess the feasibility of stormwater infiltration systems and develop geotechnical recommendations for their design. The results of the data review will be summarized in a memorandum. Based on the type of stormwater infiltration system selected by the designer, we will plan the field investigation and type of infiltration testing accordingly.

Before mobilizing for field investigation, we will mark proposed infiltration testing locations and obtain an Underground Service Alert (USA) ticket to notify the participating utilities. As an added measure, we will subcontract a utility locating company to perform a subsurface utility survey in the area around the proposed boring locations. In addition, each borehole will be hand augured to a depth of five (5) feet for clearing subsurface utilities. We request that you provide us with a map of known subsurface utilities before performing our field investigation.

The Michael Baker Team will obtain encroachment and excavation permits from the City for the proposed field investigation. As part of the encroachment permit application, traffic control plans will be required. We will retain a private traffic management agency to prepare traffic control plans. We have assumed that the encroachment and excavation permit will not incur any fees from the City since the work is being performed for the City. In addition, we will obtain exploration hole permits from the county of Los Angeles Department of Public Health (LADPH) for any boring deeper than 10 feet per LADPH well permit guideline.

### ***Field Investigation, Infiltration Testing, and Disposal of Soil Cuttings***

The proposed field investigation program will be based on the results of our data review and types of stormwater infiltration system being selected by the designer. We anticipate that boreholes will extend to either 5 feet, 10 feet, or up to 50 feet below existing grade. For boreholes extending up to 10 feet below ground, these boreholes will be drilled using hand auger drilling equipment. For boreholes extending below 10 feet and up to 50 feet below ground, these boreholes will be drilled using truck-mounted hollow stem auger drilling equipment. The boreholes will be drilled under the observation of our field technician, who will log the subsurface conditions encountered and obtain undisturbed and bulk samples for laboratory inspection and testing. Once the boreholes reach the target depth, a well will be constructed for the proposed infiltration test. A 2-inch to 3-inch diameter PVC casing will be installed in the borehole. The casing will be slotted in the depths of the test zone. Coarse sand backfill will be placed in the annulus space between the slotted PVC pipe and the boring wall.

The well casing will be filled with water which will be allowed to drain out and pre-saturate the soil before running the test. A falling head test in general conformance with the Los Angeles County guidelines (GS200.1) for a Small Diameter Boring Infiltration Test will be performed. After completion of the infiltration tests, the boreholes will be abandoned by removing the PVC casing. The boreholes shallower than 10 feet will be backfilled with soil cuttings. Boreholes deeper than 10 feet will be backfilled with cement grout and the soil cuttings will be placed in drums. The surface will be repaired with asphalt cold-patch or concrete.

The soil cuttings obtained from boreholes for infiltration testing advanced deeper than 10 feet will be placed in drums and stored at a location to be identified and approved by the city or Michael Baker. We have assumed the storage location will be adjacent to the project work area and transportation of steel drums off-site will not be required. We will collect composite samples of the soil and submit them for testing for waste characterization required for the disposal of the soil cuttings. We will subcontract with a waste disposal contractor to pick up the drums and dispose of them at a soil recycling facility. If soil is found to be impacted, changes to the waste handling and disposal procedures may be required and may incur additional costs. We will notify the City if suspect-impacted soil is encountered.

#### **Deliverable(s):**

- A letter report summarizing field investigation and infiltration testing and will include the following:
  - A plot plan showing the locations of the infiltration tests.
  - Boring logs with a description of the subsurface soils and groundwater conditions if encountered, and the locations of samples taken.
  - Description of the laboratory testing program, including test results if tests are performed.
  - Results of the infiltration testing.
  - Recommendations for the geotechnical design of the infiltration system.

#### **Assumptions:**

- We propose to begin planning for work with marking boring and permitting following receipt of written notice to proceed (NTP). The commencement of infiltration testing will depend upon the receipt of encroachment and excavation permits from the City of Carson, and well permit from the county of Los Angeles, and availability of drilling subcontractors. In general, after the permits are received, we can start our field infiltration testing in two (2) to three (3) weeks.
- We estimate that each shallow test (up to 10 feet) will take one day to complete. A deeper test will take up to two (2) days to complete. The completion date of infiltration testing will depend on the number of infiltration tests to be performed, locations, and working hour restrictions from the City. We can provide a letter report within three (3) weeks after the completion of field investigation.
- We understand the number of tests, locations, and test depths are not known and are subject to change; thus, we propose to perform the field investigation and infiltration testing on a unit price.

Tasks	Fee	Comments
Data Review and Memo	\$4,500	Lump Sum
Marking/Permitting	\$6,000	Per Test Location/1 day each
Shallow Infiltration Testing (Maximum Depth 5 feet)	\$5,200	Per Test Location/1 day each
Infiltration Testing (5 feet to 10 feet Depth)	\$6,500	Per Test Location/1 day each
Infiltration Testing (10 feet to 50 feet Depth)	\$14,500	Per Test Location/1.5 days each
Reporting	\$4,500	Total

#### 4 – Green Infrastructure Recommendations

Michael Baker will provide guidance on where to place green infrastructure additions along the three streets with upcoming roadway and sidewalk improvements. The proposed additions will consider the greatest return on investment for the City by avoiding areas where regional BMPs can address the drainage area, considering progress toward water quality requirements, and how to introduce green streets elements to improve communities and increase public awareness about stormwater runoff. Consideration of BMPs will include bulb outs, drywells, and proprietary devices. The recommendations will identify where improvements should occur and reference the City Standard Plans or manufacturer guidance for installation.

#### Deliverable(s):

- Exhibits identifying the location and type of proposed BMPs

#### 6.2 BMP Design and Construction Support / Bid Specs Development

**Total Fee - \$158,614**

1 – Basis of Design Report

Michael Baker will leverage prescribed BMP location and type information as identified in “4 – Green Infrastructure Recommendations” to inform as the basis for future design efforts. BMPs have generally been identified along each of three project areas:

- S Main St bounded to the north by W Victoria St and to the south by W Carson St.
- Avalon Blvd bounded to the south by E Sepulveda Blvd and to the north by Carson St.
- W Gardena Blvd bounded to the west by Figueroa St and the east by Avalon Blvd.

As requested by the City, the project area along Avalon is not considered for this analysis.

Michael Baker will review each project area and BMP configuration as discovered in Task 6.4. A final determination for the BMP location, technology, traffic and right-of-way impacts, constructability, and American Association of Costing Engineers (AACE)<sup>1</sup> Class IV (+50% to -20%) cost estimate will be investigated. An ArcGIS Map will be created to show the location of each BMP, indicating the BMP technology and treatment at each location for each project area.

If needed, vendors for applicable technologies will be contacted and a discussion of the constructability and operations and maintenance will be reported. Manufacturer cut sheets of relevant technologies will be included in the submittal. All assumptions will be clearly reported. Michael Baker will review the City’s geotechnical report and outline site requirements associated with each BMP.

Findings will be codified in a Basis of Design Report (BODR) and delivered for the City’s review. Comments will be recorded in a comment log with Michael Baker’s suggested action for each. After concurrence on the proposed action, comments will be integrated into the final BODR.

We will endeavor to use the City’s standard plans wherever possible. Naturally, this is a site-by-site determination, based on the technology mix that will satisfy MS4 requirements. However, in the BODR we will identify the standard plans to use which could function as a guidance document for the City for future projects of similar scope.

#### **Deliverables:**

- Draft and Final Basis of Design Report as Microsoft Word (MS Word) and Portable Document Format (PDF)
- Comment Log in response to the City’s comments to the BODR.

#### **Assumptions:**

- City is to provide limits of each project.
- City to provide topographic and boundary survey information.
- City to provide utility investigations including locating.

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<sup>1</sup> [https://www.costengineering.eu/Downloads/articles/AACE\\_CLASSIFICATION\\_SYSTEM.pdf](https://www.costengineering.eu/Downloads/articles/AACE_CLASSIFICATION_SYSTEM.pdf)

- City to provide geotechnical investigation information inclusive of information required for the design, performance, and construction of BMPs.
- Datum for surveys will be in North American Datum of 1983 (NAD 83) and North American Vertical Datum of 1988 (NAVD 88) survey standards.
- Survey and utility products will be certified to a 0.1-ft precision.

## **2 – Design Plans and Specifications**

**Design Milestones.** The 90% Design shall incorporate previously discovered information from the BODR, site investigations, and the City’s input. Michael Baker will provide design plans at 90%, 100% and final design milestones. At each milestone incorporate City’s comments and recommendations in the subsequent design milestone. Each design will be completed following a review and acceptance by the City. The design set will include the following sheets:

1. Title Sheet and Drawing Index
2. General Construction Notes
3. Main St Site Map
4. Gardena Blvd Site Map
5. S Main St Details 1
6. S Main St Details 2
7. S Main St Details 3
8. W Gardena Blvd Details 1
9. W Gardena Blvd Details 2
10. W Gardena Blvd Details 3
11. Standard Details 1
12. Standard Details 2
13. Standard Drawings
14. Vendor cut sheets

**Engineer’s Estimate of Probable Construction Cost (EPOC).** The EPOC will be created to an ACE Level I with an expected accuracy range of -3% to +15%. The cost estimate will include detailed unit cost and material take-offs to inform bid documents. The EPOC will be delivered at each design milestone.

**90% Design Field Meeting.** At the completion of the 90% Design, Michael Baker’s Project Manager will conduct a field review, accompanied by the City’s Operations Staff, to ensure that the design is operable and maintainable. All comments will be formalized in meeting notes.

**Technical Specifications.** At the 90% Design milestone, Michael Baker will draft and finalize a technical specification section for the Project’s construction. The technical specifications will be appended to the City’s provided standard bidding documents.

The technical specification section will specify validation steps and inspections that the contractor and/or manufacturer must perform to confirm systems are correctly installed, and to certify that the BMP(s) will perform as intended. This will ensure that the contractor performs as required to provide the City with a final comprehensive system of exceptional quality and reliability.

**General Conditions.** The General Conditions will be appended to the City's provided standard bidding documents. General conditions will include contract language to consist of the following:

- Site Specific Information
- Site Management
- Project Management
- Material Handling
- Trash Removal

**Deliverables:**

- 90% and 100% design milestone completions and final calculations, plans, and cost estimate in PDF, Microsoft Excel, and AutoCAD.
- Comment/Response logs for each submittal.
- Draft and Final Technical Specifications in Microsoft Word and PDF.
- Draft and Final General Conditions in Microsoft Word and PDF.
- Field notes and photographs as appropriate for the 90% Design Field Meeting.

***Assumptions:***

- Traffic Control Plans during construction are to be completed by the contractor and, thus, are not included in this proposal.
- If required, building permits are to be acquired by the contractor and, thus, are not included in this proposal.
- Encroachment permits are to be acquired by the contractor and, thus, are not included in this SOW.
- Environmental permitting is not expected to be required for this project and is excluded from his Scope of Work.
- Local utility agency notification and identification will be provided by City

**3 – Construction Engineering Service**

**Bid Package**

Following the review of the Final Design, all comments will be addressed, and professional seals will be applied to the documents. The bid package will include construction plans, Engineers Estimate of Construction Cost, specifications, and final construction documents for bidding. Michael Baker will facilitate answering bid questions and has assumed one round of revised bid documents for this submittal. Upon final approval of the design, electronic and hard copies will be provided to the City for record keeping and for use during the bidding phase.

**Engineer of Record Support Response to Requests for Information, Change Orders**

During construction, Mr. Tremmel, P.E., and the Michael Baker team will review and approve submittals, requests for information (RFIs), change orders, and pay applications provided by the



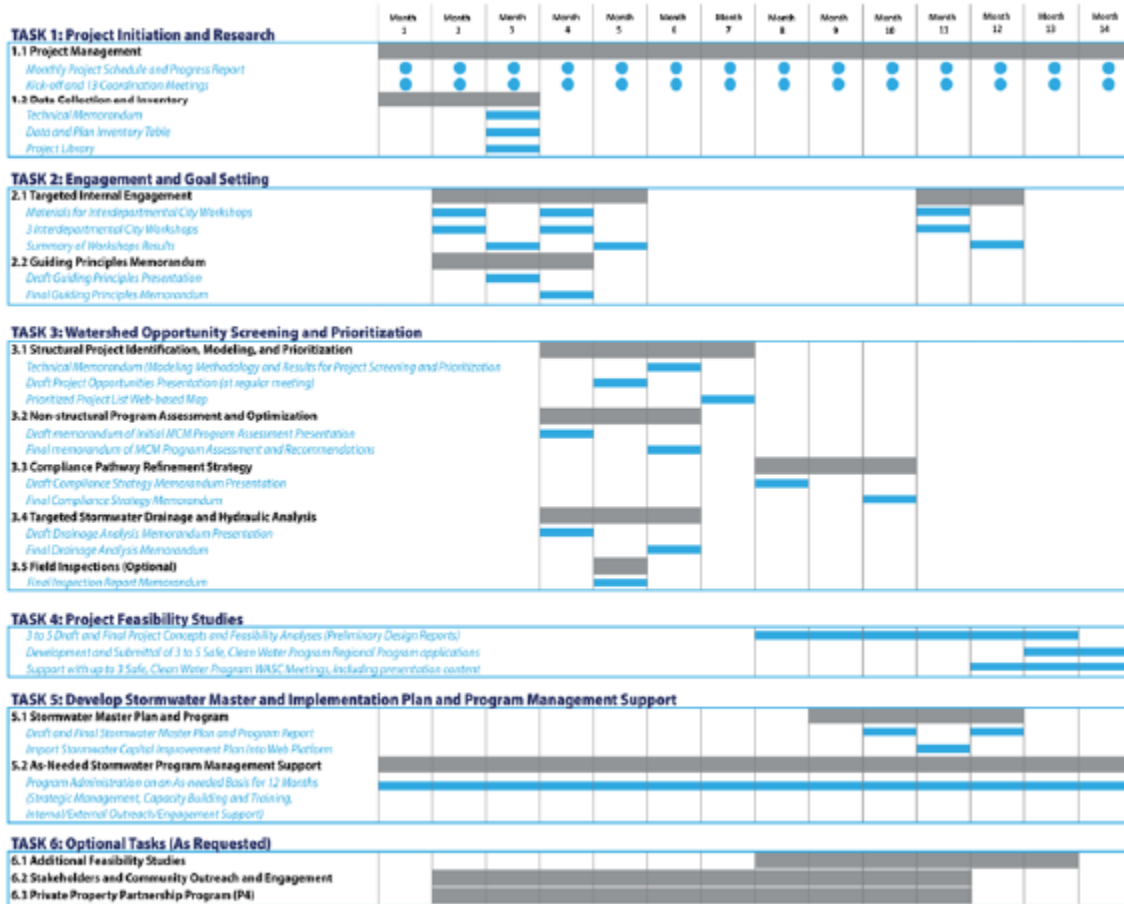
contractor. For the purposes of estimating, it assumed that construction would occur over sixteen (16) months with construction limited to dry season; generally, between April 1st to October 15th.



- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B. Line items for all materials and equipment properly charged to the Services.
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed ~~\$1,364,143.00~~ \$1,106,932.00 as provided in Section 2.1 of this Agreement.**

**EXHIBIT “D”**  
**SCHEDULE OF PERFORMANCE**

I. Consultant shall perform all services *for the original Scope of Services* timely in accordance with the following schedule, once project installation has occurred:



Consultant shall perform and complete all Additional Services by no later than January 31, 2024.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

See Section I of Exhibit A *and Exhibit A-1*.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.