

REPORT TO CITY COUNCIL

A handwritten signature in blue ink, appearing to read "Keith Helmuth".

Keith Helmuth, Department Director

A handwritten signature in blue ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

Council Meeting of: November 3, 2021

Agenda Number: B-8

SUBJECT:

Engineering and Construction Management Services for the Avenue 13 Interceptor Sewer Rehabilitation

RECOMMENDATION:

Adopt a Resolution Approving an Agreement with MKN and Associates (MKN) for \$419,446.20 for professional engineering and construction management services and authorizing optional services up to \$98,952.49 for the Avenue 13 Interceptor Sewer Rehabilitation, City Project No. SS-00014 ("Project")

SUMMARY:

The Agreement with MKN is for design engineering and construction management services for the Avenue 13 Interceptor Sewer Rehabilitation. Funding for the project comes from the City's Sewer Fund. The total amount of the Agreement is \$419,446.20 and Extra Services up to \$98,952.49, for the design, preparation of construction drawings, construction support, and construction management services.

DISCUSSION:

The Avenue 13 Interceptor Sewer Pipeline Rehabilitation consists of rehabilitating a total of 24,570 Lineal Feet (LF) of 42-inch to 48-inch sanitary sewer along Schnoor Avenue and Avenue 13 (Pecan Avenue) East of Road 23 leading to the City's Wastewater Treatment Plant (WWTP). These improvements were recommended as part of the Avenue 13 Condition Assessment using closed-circuit television (CCTV) to evaluate the condition of the pipeline. Stantec, under a subcontract to Akel Engineering Group (AEG), performed a review of the video inspection and made recommendations for the entire length. The CCTV revealed significant degradation of the

existing concrete pipeline. Council was provided with an update of this condition at its August 19, 2020 meeting.

The recommendation from Stantec was to split the project into three separate phases based on the current level of degradation with a recommended construction timeframe for Phase 1, 2 and 3 to occur in the Summer of 2022, Year 2027, and Year 2032 respectively. Phase 2 may be combined with Phase 1 if funds become available. Although phases 2 & 3 are not expected to occur until the outer years, it is staff's recommendation to use the selected consultant to complete the design of the entire length of the project under this contract and obtain 3 separate bid packages for construction. Phases 2 and 3 of the projects will be shelf ready for future construction as funds become available.

Proposed construction will consist of rehabilitation using Cure-in-Place Pipe (CIPP) and/or Slip Lining method, the use of a bypass system, sectional/spot repairs, manhole repairs, trench resurfacing, and any re-striping. Phases 1, 2, and 3 will consist of 7,840 LF, 5,250 LF, and 11,480 LF, respectively. A location map representing each phase can be seen on Attachment 2. However, MKN will review the proposed rehabilitation strategies and phasing, and modifications may be made according to their recommendations.

On July 28, 2021, the City released a Request for Proposal (RFP) for the Project. Five proposals were received from interested firms and reviewed by a 3-member selection committee from the Engineering Department. The top three ranked firms were selected for a virtual interview on September 30, 2021 by the review committee. The proposals were reviewed and ranked based on qualification, experience, organization, approach, manpower, fee proposal, proposed schedule of work, and completeness of the response to the RFP. The ranking is as shown on Table 1 below.

<i>Ranking</i>	<i>Firm</i>
1.	MKN & Associates
2.	Blair Church and Flynn Consulting Group
3.	Stantec Consulting Services Inc.
4.	Provost and Pritchard Consulting Group
5.	Carollo Engineers

The projected consultant services costs are outlined in Table 2.

Table 2: Consultant Services Costs*	
<i>Projected Engineering and Project Development Costs</i>	
Project Design Phase 1, 2, and 3 combined including extra services of (\$31,000.00)	\$340,478
Bidding Support and Construction Management Services for Phase 1	\$78,968
Total Engineering and Project Development Costs	\$419,446*
<i>Optional Services</i>	
Grant search and application support	\$10,010
Bidding Support and Construction Management services for Phase 2 (if funds become available to complete Phase 2 along with Phase 1)	\$53,530
Multi Sensor Inspection	\$35,413
Total Optional Services Costs	\$98,952*
<i>*Numbers rounded to the nearest dollar</i>	

The general scope of work for the project consists of the design and preparation of construction drawings, construction support, and construction management services. The work will begin immediately upon approval of this agreement.

FINANCIAL IMPACT:

There is no fiscal impact to the City’s General Fund. Funds for the design of the project are programmed in the in the FY 2021/22 Capital Projects Budget from the Sewer Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 106: Ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

Re-advertise the RFP, such action will represent a minimum delay of 3 months due to the advertisement period, review new proposals, and selecting a consultant.

ATTACHMENTS:

1. Contract Award Resolution
 - Exhibit 1: Contract Agreement
 - Exhibit A: Scope of Work
 - Exhibit B: Fee and Hourly Rate Schedule
 - Exhibit C: Project Schedule
2. Location Map

ATTACHMENT 1

Contract Award Resolution

RESOLUTION NO. 21-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN AGREEMENT WITH MKN & ASSOCIATES IN THE AMOUNT OF
\$419,446.20 FOR PROFESSIONAL ENGINEERING AND CONSTRUCTION
MANAGEMENT SERVICES AND AUTHORIZING OPTIONAL SERVICES UP TO
\$98,952.49 FOR THE AVENUE 13 SEWER INTERCEPTOR REHABILITATION, CITY
PROJECT NO. SS-00014**

WHEREAS, on July 28 the City of Madera (City) Engineering Department released a Request for Proposals (RFP) for professional engineering and construction management services for the Avenue 13 Sewer Interceptor Rehabilitation, City Project No. SS-00014, hereinafter referred to as “the Project”; and

WHEREAS, five proposals were received on September 14, 2021; and

WHEREAS, a committee comprised of City staff ranked the proposals and interviewed the top three firms; and

WHEREAS, funding for the Project is programmed in the Capital Improvement Projects Budget for Fiscal Year (FY) 2021/22; and

WHEREAS, after review of all proposals, staff has recommended a contract be awarded to MKN & Associates.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The Agreement with MKN & Associates for Professional Engineering and Construction Management Services in an amount not to exceed \$419,446.20, plus \$98,952.49 for Optional Services as approved by the City Engineer for the Avenue 13 Sewer Interceptor Rehabilitation, City Project No. SS-00014, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. This Resolution is effective immediately upon adoption.

EXHIBIT 1

Contract Agreement

**AGREEMENT WITH MKN & ASSOCIATES FOR PROFESSIONAL
ENGINEERING AND CONSTRUCTION MANAGEMENT FOR THE AVENUE
13 SEWER INTERCEPTOR REHABILITATION, CITY PROJECT NO. SS-
00014**

This Agreement for Professional Engineering and Construction Management for the Avenue 13 Sewer Interceptor Rehabilitation, City Project No. SS 00014 (“Agreement”) is made and entered into this 3rd day of November 2021, between the City of Madera, a municipal corporation of the State of California, hereinafter called “**CITY**”, and MKN and Associates, located in Fresno, CA, hereinafter called “**CONSULTANT**”.

WITNESSETH

WHEREAS, CITY plans to rehabilitate Avenue 13 Sewer Interceptor, City Project No. SS-00014, hereinafter called “Project”; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering and construction management services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering and construction management services and is knowledgeable of the principals and practices of the industry associated with the design and construction of sewer facilities; and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CONSULTANT will provide professional engineering and construction management services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering and construction management services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The compensation for the work tasks itemized in EXHIBIT B, "Fee and Hourly Rate Schedule" is \$419,446.20 (four hundred nineteen thousand four hundred forty six dollars and twenty cents).

CITY and CONSULTANT agree on the rates shown in EXHIBIT B, "Hourly Rate Schedule", and agree that they will remain in effect until the date of expiration of Agreement indicated in Section 11. It is understood and agreed by both parties that all

expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget; provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of \$98,952.49 (ninety eight thousand nine hundred fifty two dollars and forty nine cents).

8. AUDITS AND INSPECTIONS ACCESS:

CONSULTANT shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to the CITY or its authorized representative for examination, all of its books, records and data with respect to matters covered by this Agreement. CONSULTANT shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

9. LIABILITY INSURANCE:

Without limiting CONSULTANT'S indemnification of CITY, and prior to commencement of Work, CONSULTANT shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the CITY.

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. CONSULTANT shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees, and volunteers.
- \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the

aggregate. CONSULTANT shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in CONSULTANT'S proposal.

Maintenance of Coverage

CONSULTANT shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

CONSULTANT shall provide to the CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform Consultant of non-compliance with any requirement imposes no additional obligations on the CITY, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If CONSULTANT maintains higher limits than the minimums required above, the CITY shall be entitled to coverage at the higher limits maintained by CONSULTANT.

Notice of Cancellation

CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to the CITY with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY'S Risk Manager.

Timely Notice of Claims

CONSULTANT shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT'S performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Project Schedule:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on May 31, 2023 unless extended by mutual written agreement.

12. TERMINATION OF AGREEMENT:

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, CONSULTANT shall be compensated for services performed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to together with such additional services performed after termination which are authorized by the CITY representative to wind up the work performed to date of termination.

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT.
2. A failure by CONSULTANT to comply with any material term of this Agreement.
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the

Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the CITY in the performance of professional services under this Agreement.

Consultant shall not be obligated to defend or indemnify CITY for its own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless CITY, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or CITY for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules

and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno, CA. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division
428 East Yosemite Avenue
Madera, CA 93638

CONSULTANT

MKN & Associates
8405 N. Fresno Street Suite 120
Fresno, CA 93720

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

MKN & ASSOCIATES

By: _____
Santos Garcia, Mayor

By: _____
Michael K. Nunley
CEO / President

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Hilda Cantu Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

EXHIBIT A

Scope of Work



Scope of Work

Task Group 1 – Project Management and Project Coordination Meetings

Task 1.1 – Project Management

MKN will be responsible for project management activities throughout the duration of the project. The MKN project manager will:

- Set up and facilitate client meetings, inter-agency meetings, field reviews, other project related meetings along with the preparation of meeting agendas, meeting minutes (including action items and assignees), and meeting sign in sheets.
- Manage the MKN project team including, preparing contract paperwork, memos, letters, and e-mail, making phone calls, and maintaining project files.
- Along with the monthly invoice, MKN will also provide monthly status reports summarizing work that has been accomplished in the previous month, anticipated work for the next month, key decisions that need to be made to keep the project on schedule and any possible impacts to cost and schedule.
- Provide invoices which contain the original budget, reallocated budget, amount spent to-date, amount spent this period, and percentage spent to date for each task.
- Develop and maintain an action-items/decisions made log throughout the duration of the project. The log will document action-items and decisions made throughout the project and track key information such as responsible party, due date, task completion date, etc.
- In addition to day-to-day communication with the City, the meetings below are anticipated:
 - o A Project Kickoff Meeting.
 - o Schematic Design Report and 30% Drawing Review Meeting.
 - o Project Design Review Meetings at 60%, 90% and 100% (3 meetings total).
 - o One Prebid Meeting for the Phase 1 Construction Project.
 - o One Preconstruction Meeting for the Phase 1 Construction Project.

The project will begin with an in person or virtual Kickoff Meeting to review the scope of work and document project objectives. In this meeting MKN will work with City staff to determine the desired replacement methods for the projects, set detailed schedule dates, and request additional information not included with the RFP.

Task 1.2 – Develop and Maintain Schedule

MKN will prepare and maintain a project schedule using MS Project. Tasks and subtasks will be identified including order of execution, duration, and key relationships to other tasks. As part of the monthly updates the schedule will be revised to reflect actual progress and constraint changes. A preliminary schedule has been included in this proposal. As part of the part of the 60% design phase, MKN will expand the project schedule to include bidding, construction, and construction closeout.

Task 1.3 – Quality Management

All project deliverables will be reviewed by qualified principal level reviewers to ensure MKN work



products meet the requirements of the executed scope of services and City design inputs.

Task 1 Deliverables:

- Meeting Agendas and Notes (for up to 8 meetings)
- Project Schedules (hard copy and .mpp file) at Each Design Phase
- Monthly Status Reports
- Action-Items/Decisions Made Log

Task Group 2 – Preliminary Engineering

Task 2.1 – Survey and Base Map

MKN's subconsultant, Yamabe & Horn Engineering, Inc. (Y&H) will collect the horizontal and vertical location of all 48 manholes shown along the project alignment. The horizontal location will be based on State Plane coordinates to coordinate with City GIS data. The vertical (elevations) collected will be based on one City of Madera benchmark. The field crews will conduct a closed elevation level loop for the approximately 4.5-mile alignment. The data collected at each manhole will include the depths from the manhole rim to all flowlines and the bottom of the manhole structure. Our team will provide a data sheet and all field notes for each manhole. A CAD file will be generated with manhole locations. Full Boundary and Topographic survey for the three segments along the alignment will be generated. The property lines and public rights of way will be generated using the City assigned manhole numbers, segments between 5077-6145, 6186-6189, and 6194-6196, necessary boundary monuments, and PLSS monuments. Surface topographic data will be generated for these segments for the entire width of either the private easement or street right of way. Survey data will include all visible surface features. Depths or locations for underground utilities will be shown where available. A CAD file will be provided with all survey data.

Task 2.2 – Data Review/Utility Research and Develop Existing Utility Basemap

MKN will perform research, gather, and review existing data from outside agencies and local utilities (City of Madera water/storm drain/sewer, telecom, electricity/gas, Madera Irrigation District, and the UPRR), including City provided CCTV. MKN will coordinate with the utility companies to identify utility conflicts, conduct field verification, and identify locations for potholing, as needed. MKN will also walk the project alignments to identify possible conflicts not identified in the utility search. This information will be incorporated into the existing utility base drawings. Identified utility conflicts that may require relocation will be coordinated with the City and may require additional services.

Task 2.3 – Manhole Condition Assessment

MKN will perform a field investigation to assess the condition of the existing manholes. The Assessment will include a visual inspection of:

- manhole cover
- manhole frames
- manhole walls
- manhole flowline

The assessment will not involve manned entry. A camera mounted on a pole will be used to obtain photos of the manhole interior. MKN will inspect a representative sample of up to 8 manholes. MKN staff along with a City representative will spend one 8-hour day conducting the assessments from various manhole along the project sewers.



Task 2.4 – Preliminary Engineering Evaluation and Prepare Schematic Design Report (SDR)

MKN will prepare a schematic level report consisting of easement findings, utilities search findings and rehabilitation recommendations including improvement methods for mains and access structures along with recommendations for implementation. MKN will evaluate the feasible rehabilitation or replacement methods and perform detailed cost-comparisons for each option. The Schematic Design Report (SDR) will include the design criteria, bypassing requirements, and traffic handling and permitting requirements. The SDR will also summarize our evaluation of the rehabilitation requirements and include information such as:

- Layout of the proposed improvements overlaid with the existing utility base mapping.
- ROW/property line information.
- Consideration of Cured In Place Pipe (CIPP) vs. Slip Lining Method vs. Pipe Replacement.
- Proposed locations and size of boring and receiving pits.
- Recommended phase grouping for each section of pipe and/point repair.
- Identify areas requiring sectional/spot repairs from phases 2 and 3 that pose immediate structural deficiency concerns. Cost estimates will also be presented for each spot repair.
- Identification of potential construction conflicts with existing improvements and utilities, with proposed solutions.
- Identification of potential schedule conflicts and proposed solutions.
- Estimate of Construction Costs including comparisons of combinations between the three options:
 - Cure In Place Pipe Cost Estimate
 - Slip Lining Cost Estimate
 - Pipe Replacement

Task 2.5 – Preliminary Design (30% Design)

MKN will prepare preliminary design plans to the 30% level of completion and an outline of the technical specifications required for the project improvements. The preliminary design plans will include:

- Plan view sheets of the sewer mains.
- Existing surface feature locations and manhole rim and invert elevations.
- List of drawings of additional sheets that will be provided at the 60% design level.

Task 2.7 – Schematic Design Workshop

The MKN team will conduct a workshop with City staff to present the findings developed during the preliminary engineering phase. MKN will work with the City to select and refine the design during the workshop. Following the design workshop MKN will summarize the evaluation and decisions in a Final Schematic Design Report.

The draft SDR (electronic .pdf copy) will be submitted to the City for review and comments. Following receipt of the City's comments on the SDR, MKN will incorporate the comments and issue the final SDR.



Task 2 Assumptions:

- City, County, and Railroad encroachment permits will be paid for by the City
- The rehabilitation methods will be consistent with the figures in the RFP. Changes to rehabilitation methods may require additional surveys.
- The City has completed NASSCCO ratings for all the project piping segments. MKN will review the reports and identify feasible alternative replacement methods for each pipe segment.
- Access to sewer mains in City streets or alleys do not require additional right-of-way or easement. Land/easement acquisition will only be required for segments crossing private property.
- Sewer mains in abandoned alleys require easement legal descriptions and exhibits, which are not included in this scope of services. MKN can provide a proposal for this work upon request.
- It has been assumed a Geotechnical Investigation will not be required for this project based on the limited amount of earthwork to be performed. The need for a geotechnical investigation will be reevaluated at the 60% deliverable.
- The manhole covers are readily accessible.
- City will provide title reports for each parcel requiring an easement.

Task 2 Deliverables:

- Schematic Design Report (3 copies).
- 30% Drawings (3 copies).
- List of pipe segments and point repairs with recommended phase of construction
- Copies of formal letter correspondences with utility companies or regulatory agencies.
- Copy of the City comments on the 30% drawings.
- Topographic Survey Files (electronic).
- Design Workshop Agenda and Notes (electronic).

Task Group 3 – Environmental Studies and Documentation

In support of the CEQA and NEPA environmental studies being prepared by the City, MKN will prepare three different sets of exhibit maps, 1 set for each phase. The exhibit maps will be completed along with the 30% design documents and updated at the 60 and 90% document submissions.

Task 3 Assumptions:

MKN will only prepare the project maps/exhibits and the City will complete the environmental compliance procedures.

Task 3 Deliverables:

CEQA and NEPA Exhibit Maps.

Task Group 4 – Design Development

Task 4.1 – 60%

After approval of the Schematic Design documents and receipt of a Notice to Proceed, MKN will prepare Design Development Documents of the Projects. The MKN team will prepare plans, specifications, and estimates to the 60% design level. At the 60% level of completion, the drawing



will include pipeline plan and profile (where necessary) views with the major utility conflicts shown. The plans will reflect utilities and existing topography from the design survey work. The lateral locations and existing system connections will also be shown on the plans with some detailing. The 60% design will include sewer flow bypassing plans with proposed bypass suction/discharge locations and alignments for the bypass piping.

As part of the design development the MKN project manager will:

- Incorporate City comments from the Basis of Design Workshop.
- Prepare preliminary bypass system configurations.
- Prepare project specifications (in the CSI format) and special provisions.
- Prepare required permit from outside agencies. The anticipated permitting agencies are:
 - City of Madera (Encroachment Permit)
 - Madera County (Encroachment Permit)
 - Union Pacific Railroad (Encroachment Permit)
 - Madera Irrigation District (Encroachment Permit)

An opinion of probable construction cost estimate (per Caltrans 6-page estimate format) will be prepared with the 60% level Plans and Specifications. Appropriate contingencies will be applied with a time escalation factor depending on the projected construction bid date. Costs will be developed as an itemized list of unit costs, which will be formatted to follow the bid schedule.

MKN will submit the 60% design development package to the City for review and comment.

Task 4.2 – Design Development Workshop

The MKN team will conduct a workshop with City staff to review the 60% design development documents. MKN will work with the City to capture necessary and desired revisions during the workshop. Following the workshop MKN will summarize the evaluation and decisions in the meeting minutes.

Task 4 Assumptions:

- The rehabilitation methods will be consistent with the figures in the RFP. Changes to rehabilitation methods may require additional design efforts.
- Front-end contract documents will be prepared by City
- Permits will be paid for by the City
- All necessary easements have been secured by the City. Any required additional easement acquisition work including legal descriptions may be completed at cost plus 10%
- Title searches are to be coordinated and paid for by the City of Madera
- MKN shall be entitled to rely reasonably upon the accuracy of data and information provided by or through the City 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 the City or determines that additional data or information is needed to perform the services, MKN shall promptly notify the City.
- The projects are anticipated to be categorically exempt from CEQA and NEPA. If required, MKN's partner LSA will complete the full CEQA/NEPA process at cost plus 10%. Task 4 Deliverables:
 - 60% plans full-size (22" x34" - electronic .pdf format and 4 paper copies).



- Technical Specifications.
- Preliminary estimate of probable construction costs (electronic and 2 paper copies).
- 60% Design Review Meeting Agenda and Notes.

Task Group 5 – Design Development

Task 5.1 – 90%

After approval of the 60% documents and receipt of a Notice to Proceed, MKN will prepare the Construction Documents for the Projects. MKN will prepare the construction plans, technical specifications, and engineer's estimate of probable construction cost to approximately the 90% completion level for final review by the City.

The MKN project manager will incorporate City comments from the 60% design development workshop into the design plans, specifications, cost estimates and by-pass system design. MKN will submit the 90% PS&E to the City for review and comment. MKN will subsequently meet and review the 90% construction documents with the City and then proceed and finish the 100% construction documents.

Task 5.2 – 90% Design Workshop

The MKN team will conduct a workshop with City staff to review the 60% design development documents. MKN will work with the City to capture necessary and desired revisions during the workshop. Following the workshop MKN will summarize the evaluation and decisions in the meeting minutes.

Task 5.3 – 100% Construction Documents

After review of the 90% construction documents and receipt of a Notice to Proceed, MKN will prepare the 100% construction documents for the construction projects. MKN will finalize the construction plans, technical specifications, and engineer's estimate of probable construction cost. MKN will also work with the City to prepare front-end contract documents for the project. If required, MKN will separate the design into three distinct bid packages.

Task 5 Assumptions:

- The rehabilitation methods will be consistent with the figures in the RFP.
- The front-end contract documents will be based on the City's standard front-end docs. MKN will update the City's standard documents with unique project-specific information.

Task 5 Deliverables:

- Copy of City comments on the 60% drawings
- 90% and 100% plans full-size (22"x34" - electronic .pdf format and 5 paper copies)
- 90% and 100% Technical Specifications and Preliminary Estimate of probable construction costs (electronic and 5 paper copies)
- 90% Design Review Meeting Agenda and Notes
- USB drive containing 100% Final Construction Document
 - Construction drawings (AutoCAD and PDF).
 - Bypass configuration drawings (AutoCAD and PDF).
 - Technical Specifications and front-end contract docs (MS Word and PDF).



- Construction Cost Estimate (2 paper copies and PDF).
- One set of reproducible drawings and specifications signed and sealed by a licensed civil engineer.

Task Group 6 – Bidding Support Services

Prior to advertisement of the project for bidding, MKN will support the City with general contractor outreach efforts. During bidding, MKN will respond to questions from prospective bidders and will prepare addenda, if necessary, during the bidding phase. Addenda will clearly identify additions, deletions, or modifications by specification section or drawing number to facilitate bidder understanding. MKN will attend the prebid meeting and the bid opening, review the bids for general conformance with the contract documents, and assist the City in identifying the apparent low bidder.

Task 6 Assumptions:

- City will prepare all copies necessary for advertising and bidding the project
- City will bid and distribute documents to plan rooms and contractors.
- City is responsible for advertising the project for bidding.

Task 6 Deliverables:

- Addenda issued during the bidding phase.
- Prebid meeting agenda and minutes.

Task Group 7 – Engineering Services During Construction

The MKN team will perform the following engineering services during construction:

- A. Preconstruction Conference - MKN will attend the preconstruction meeting and provide an overview of the project components (one meeting for each construction package, three total).
- B. Construction Progress Meetings - MKN will make visits to the construction site to determine, in general, if the work is proceeding in accordance with the construction contract documents and provide field observation notes to the City accordingly (up to 5 site visits per construction package, 1-2 hours each visit, 15 visits total).
- C. Shop Drawings and Submittals - MKN will review shop drawings and submittals from the contractor in accordance with the construction contract documents (Up to 20 shop drawings/submittals per construction package, 60 submittals total). MKN will coordinate with Contractor to prioritize review of critical path items.
- D. Requests For Information (RFI) - MKN will review and respond to requests for information (RFI) from the contractor (up to 10 RFIs per construction package, 30 RFIs total)
- E. Final Walk Through and Prepare Punch List - MKN will participate in a final walk through with City staff and prepare a punch list of items to be addressed by the Contractor (one walk through for each construction package, three walk throughs total).
- F. Record Drawings - MKN will prepare record drawings based on the contractor's redlined as-builts. Design changes issued via addenda or change orders will also be incorporated into the record drawings (one set of record drawings for each construction package, three total).



Task 7 Assumptions:

- The construction contractor will be held entirely responsible for maintaining on site safety during all phases of the work.
 - Construction staking will be the responsibility of the Contractor.
- #### Task 7 Deliverables:
- Progress reports following each site visit.
 - Record drawings in AutoCAD .dwg and electronic .pdf format and 5 half- and full-size (11" x17" and 22" x34") hard copies.

Task Group 8 – Construction Management/Administration Services

A. Preconstruction Conference - MKN will 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.
 - (3) outline contract requirements regarding security and safety matters such as fences, traffic control, and notification of businesses and residents of the work.
- B. Construction Progress Meetings - MKN will conduct periodic meetings with the City and Contractor to ensure the project is progressing according to the schedule. Additional local agencies will be included as required to keep them informed of the project progress. The typical meetings will address:
- Safety issues
 - Work completed
 - Scheduled work and inspections
 - Opened RFI's, Submittals, and change orders.

C. Construction Observation - During the construction phase of the project MKN will perform necessary field inspections to evaluate the Work progress to confirm that the Work conforms with the contract documents and manufacturer's installation requirements. MKN will prepare field inspection reports for each site visit along with digital photos of the progress. MKN will coordinate the special testing inspections required to be performed by certified third party inspectors (i.e. compaction, concrete). MKN will review the third-party inspection reports for conformance. MKN will ensure any nonconforming test are communicated to the Contractor, design team, and City as soon as practicable.

D. Change Order/Claim Management - MKN will investigate proposed change orders, and contractor claims, changes requested by the City, or submitted by the Contractor. MKN will evaluate these for legitimacy, potential impacts on the project schedule and budget then 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 in terms of extra costs / cost savings, schedule, and effect on Contractor's obligations.
- The change order status log includes a summary of all change orders potential and approved to show an accurate cost and duration of the project as impacted by the changes.

This scope of services includes 10 construction progress meetings (10 for each additional construction package).

- E. Shop Drawings and Submittals - MKN will maintain a log of, manage, and review contractor submittals and shop drawings.
- F. Request For Information (RFI) - MKN will track and coordinate responses with the design team and owner.
- G. Correspondence Logs - MKN will develop and maintain a database to track all communications including Submittals, Change orders, design clarifications, RFI's and inspections. The logs will be automatically updated when the information is communicated to the Contractor and City staff. These logs are typically published for distribution weekly to give all parties an easy view of the project status.
- H. Payment Request - MKN will 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 and pay summary will be forwarded to the District with recommendations regarding contractor payment. The monthly summary will include a current estimate of overall construction costs based on the contract, earned value of the work performed, approved change orders, and summary of contract duration modifications. Prior to releasing payment requests MKN reviews the applicable lien waivers, payroll records, schedule status, and redline documents.
- I. Project Close Out - MKN will gather and review project closeout documents necessary to issue final payment to the contractor.
 - a. All post construction video will be reviewed for both CIPP and other methods of rehabilitation and a summary report will be created to verify project completion and any areas of concern requiring rework.
 - b. MKN will, in conjunction with the City and businesses, evaluate near-completed facilities to confirm general compliance and/or identify discrepancies and deficiencies in the work performed by the Contractor. MKN will then coordinate and track resolution of all the punch list items. MKN will also review the performance of contractor's credit submittals related to thickness and wrinkles. Upon completion of all punch list items, submission of project as-built drawings, review of certified payroll on the DIR website, and submission of all final unconditional waivers, MKN will review and recommend release of the retention to the contractor.

- J. Maintain As-Built for Record Drawings - MKN will track design plan changes based on the contractor's redlined as-builts. Design changes issued via addenda or change orders will also be included and submitted to the design team for final record drawing generation.
- K. Management Reports - MKN will produce a weekly management report summarizing the work on the project including construction activities, change orders, RFI's, submittals, schedules, and potential claims. The first report of the month report will be more detailed to include pay



application status and potential issues that remain to be addressed.

- L. Maintenance of Plant Operations Procedure (MOPO) - MKN will implement a Maintenance of Plant Operations Procedure to manage by-pass implementation and utility shutdown.

The procedure requires the contractor to submit detailed plans for review and approval that include all steps, safety equipment, manpower, and materials. The procedure is signed off and work does not begin until all items are at the project site.

Task 8 Assumptions:

The construction contractor will be held entirely responsible for maintaining on site safety during all phases of the work.

Task 8 Deliverables:

- Progress reports following each site visit
- Contractor developed red-lined as-builts
- Management reports
- MOPO document

Task Group 9 – Optional Grant Application Support

MKN will conduct a search for applicable and available State and Federal funding grants for construction funding. Once a list of applicable grants has been identified and reviewed by the City MKN will prepare the applications for submission.

Task 9 Assumptions:

Task 9 will be completed on a time and materials basis and this scope of service includes an allowance of \$10,000.

Task Group 10 – Optional Tasks

Task 10.1-10.6 Phase 2 & 3 Bidding and Construction Support

If needed, MKN will provide additional services for the Phase 2 & 3 bidding and construction as optional tasks 10.1, 10.2 and 10.3 for the bidding support, design engineering support services during construction, and construction management. These tasks are the same as the tasks detailed in Tasks 6, 7 and 8 for the Phase 1 construction.

Task 10.7 – Preliminary Engineering Multi Sensor Inspection

During the Preliminary Engineering Tasks MKN will work with our subconsultant to perform a multi sensor of the sewer main between manholes 6004 and 6143. We will mobilize our Multi-Sensor inspection truck, winch truck and 3 crew personnel to the City of Madera. The scope includes the PACP-coded CCTV, 3D Laser, and sonar inspection of all lines in scope.

Multi-sensor inspections will be completed first, and all data post processed by our Professional Engineer, with a summary report prepared on all project findings. Recommendations for the line segments needing follow-up cleaning will also be provided to City by NPS. The laser data will be used to design the rehabilitation method and liner sizes to ensure a successful rehabilitation based on the



existing pipe dimensions.

Task 10 Assumptions:

- This scope of services and proposal fee estimate is subject to change depending on the timing and scope of Phases 2 and 3.
- No flow bypassing is included for the multi sensor inspection
- Night work is planned for the multi sensor inspection
- Access Manholes for multi sensor equipment insertion and extraction are at least 24” in diameter with no obstructions to entering the pipe
- City, County, and Railroad encroachment permits will be paid for by the City



City of Madera													
Avenue 13 Interceptor Sewer Rehabilitation - Phases 1-3 Combined													
	Principal Engineer	Senior Project Engineer	Project Engineer/Senior Scientist	Assistant Engineer II	Drafting/Design Technician II	Administrative Assistant	Total Hours (MKN)	Labor (MKN)	ODCs (MKN)	Yamabe & Horn Engineering	National Plant Services	Non-Labor Costs	Total Fee
Hourly Rates	197	186	164	141	135	80							
Task Group 1: Project Management and Project Coordination													
Task 1.1 Project Management and Project Coordination Meetings	16	80	6	6	0	40	148	\$23,062	\$ 692	\$ -	\$ -	\$692	\$ 23,753.86
Task 1.2 Develop and Maintain Schedule	0	25	0	0	0	0	25	\$4,650	\$ 140	\$ -	\$ -	\$140	\$ 4,789.50
Task 1.3 Quality Management	56	0	0	0	0	0	56	\$11,032	\$ 331	\$ -	\$ -	\$331	\$ 11,362.96
Subtotal	72	105	6	6	0	40	229	\$ 38,744	\$ 1,162	\$ -	\$ -	\$ 1,162	\$ 39,906.32
Task Group 2: Preliminary Engineering													
Task 2.1 Survey and Base Map	0	5	0	0	8	0	13	\$2,010	\$ 60	\$ 88,880	\$ -	\$88,940	\$ 90,950.30
Task 2.2 Data Review/Utility Search	0	6	0	20	8	0	42	\$5,936	\$ 178	\$ -	\$ -	\$178	\$ 6,114.08
Task 2.3 Manhole Condition Assessment		24		24			48	\$7,848	\$ 235	\$ -	\$ -	\$235	\$ 8,083.44
Task 2.3 Schematic Design Report (SDR)	10	16	80	14	13	10	143	\$22,595	\$ 678	\$ -	\$ -	\$678	\$ 23,272.85
Task 2.4 Preliminary Design (30% Design) (46 Sheets)*	18	28	70	20	100	0	236	\$36,554	\$ 1,097	\$ -	\$ -	\$1,097	\$ 37,650.62
Task 2.5 Schematic Design Workshop	3	3	3	0	0	0	9	\$1,641	\$ 49	\$ -	\$ -	\$49	\$ 1,690.23
Subtotal	31	82	153	78	129	10	491	\$ 76,584	\$ 2,298	\$ 88,880	\$ -	\$ 91,178	\$167,761.52
Task Group 3: Environmental Studies and Documentation													
Task 3.1 CEQA and NEPA Exhibit Maps	0	0	3	0	12	0	15	\$2,112	\$ 63	\$ -	\$ -	\$63	\$ 2,175.36
Subtotal	0	0	3	0	12	0	15	\$ 2,112	\$ 63	\$ -	\$ -	\$ 63	\$ 2,175.36
Task Group 4: Design Development													
Task 4.1 60% Design (46 Sheets)*	18	54	62	42	84	12	272	\$41,980	\$ 1,259	\$ -	\$ -	\$1,259	\$ 43,239.40
Task 4.1.a - Permitting	0	26	52	0	0	0	78	\$13,364	\$ 401	\$ -	\$ -	\$401	\$ 13,764.92
Task 4.2 60% Design Workshop	3	3	3				9	\$1,641	\$ 49	\$ -	\$ -	\$49	\$ 1,690.23
Subtotal	21	83	117	42	84	12	359	\$ 56,985	\$ 1,710	\$ -	\$ -	\$ 1,710	\$ 58,694.55
Task Group 5: Construction Documents													
Task 5.1 90% Construction Documents (46 Sheets)*	16	16	34	34	72	16	188	\$27,498	\$ 825	\$ -	\$ -	\$825	\$ 28,322.94
Task 5.2 90% Construction Workshop	4	4	4	0	0	0	12	\$2,188	\$ 66	\$ -	\$ -	\$66	\$ 2,253.64
Task 5.3 100% Construction Documents (46 Sheets)*	6	6	18	12	16	12	70	\$10,062	\$ 302	\$ -	\$ -	\$302	\$ 10,363.86
Subtotal	26	26	56	46	88	28	270	\$ 39,748	\$ 1,192	\$ -	\$ -	\$ 1,192	\$ 40,940.44
Task Group 6: Bidding Support Services													
Task 6.3 Bidding Support Services Phase 1	2	6	4	8	2	4	26	\$3,884	\$ 117	\$ -	\$ -	\$117	\$ 4,000.52
Subtotal	2	6	4	8	2	4	26	\$ 3,884	\$ 117	\$ -	\$ -	\$ 117	\$ 4,000.52
Task Group 7: Designer Construction Support Services													
Task 7.3 Construction Support Phase 1	4	60	90	30	5	14	203	\$32,733	\$ 982	\$ -	\$ -	\$982	\$ 33,714.99
Subtotal	4	60	90	30	5	14	203	\$ 32,733	\$ 982	\$ -	\$ -	\$ 982	\$ 33,714.99
Task Group 8: Construction Management													
Task 8.3 Construction Management Phase 1	3	75	120	30		20	248	\$40,051	\$ 1,202	\$ -	\$ -	\$1,202	\$ 41,252.5
Subtotal	3	75	120	30	0	20	248	\$ 40,051	\$ 1,202	\$ -	\$ -	\$ 1,202	\$ 41,252.5
PROJECT TOTAL WITHOUT OPTIONAL TASKS	159	437	549	240	320	128	1841	\$290,841	\$ 8,725	\$ 88,880	\$ -	\$ 97,605	\$ 388,446.2
Task Group 9: Optional Task Grant Application Support													
Task 9.1 Grant Search		3		10		2	15	\$2,128	\$ 64	\$ -	\$ -	\$64	\$ 2,191.8
Task 9.2 Grant Application		12		38			50	\$7,590	\$ 228	\$ -	\$ -	\$228	\$ 7,817.7
Subtotal	0	15	0	48	0	2	65	\$ 9,718	\$ 292	\$ -	\$ -	\$ 292	\$ 10,009.5
Task Group 10: Optional Tasks Phase 2 & 3													
Task 10.1 Bidding Support Services Phase 2	2	6	4	8	2	4	26	\$3,884	\$ 117	\$ -	\$ -	\$117	\$ 4,000.52
Task 10.2 Designer Construction Support Services Phase 2	4	30	75	20	6	6	141	\$22,778	\$ 683	\$ -	\$ -	\$683	\$ 23,461.34
Task 10.3 Construction Management Phase 2	3	43	75	20	20	161	161	\$25,309	\$ 759	\$ -	\$ -	\$759	\$ 26,068.27
Task 10.4 Bidding Support Services Phase 3	2	6	4	8	2	4	26	\$3,884	\$ 117	\$ -	\$ -	\$117	\$ 4,000.52
Task 10.5 Designer Construction Support Services Phase 3	4	80	110	30		14	238	\$39,058	\$ 1,172	\$ -	\$ -	\$1,172	\$ 40,229.74
Task 10.6 Construction Management Phase 3	3	130	140	40		20	333	\$54,971	\$ 1,649	\$ -	\$ -	\$1,649	\$ 56,620.13
Task 10.7 Multi-Sensor Inspection (MH6004~6143)**			8				8	\$1,312	\$ 39	\$ -	\$34,062	\$34,101	\$ 35,412.86
Subtotal	18	295	416	126	10	68	933	\$ 151,196	\$ 4,536	\$ -	\$ 34,062	\$ 38,597	\$189,793.38
Optional Task Totals	18	310	416	174	10	70	998	\$ 160,914	\$ 4,827	\$ -	\$ 34,062	\$ 38,889	\$199,802.92
PROJECT TOTAL WITHOUT OPTIONAL TASKS	159	437	549	240	320	128	1841	\$290,841	\$ 8,725	\$ 88,880	\$ -	\$ 97,605	\$388,446.23
Project Total with All Optional Task Totals	177	747	965	414	330	198	2839	\$ 451,755	\$ 13,553	\$ 88,880	\$ 34,062	\$136,494	\$588,249.15

*Cost proposal assumes the rehabilitation methods will be consistent with the figures in the RFP, if full replacement is selected where

CIPP or Slip Lining was assumed additional costs may be applicable for permitting, utility coordination and profile design

** RR Encroachment permitting for inspection to be paid by the City

*** Construction Management assumes Phase 1- (8 weeks), Phase 2-(5 weeks), Phase 3-(12 weeks) of construction observation @ 3 hours/day average

EXHIBIT B

Fee and Hourly Rate Schedule



MKN & Associates, Inc.
PO Box 1604
Arroyo Grande, CA 93421
805 904 6530

FEE SCHEDULE FOR PROFESSIONAL SERVICES

ENGINEERS AND TECHNICAL SUPPORT STAFF

Project Director	\$225/HR
Operations Manager	\$212/HR
Principal Engineer	\$197/HR
Senior Project Engineer	\$186/HR
Project Engineer/ Senior Scientist	\$164/HR
Senior Water Resource Planner	\$164/HR
Water Resource Planner	\$150/HR
GIS Specialist	\$144/HR
Assistant Engineer II	\$141/HR
Assistant Engineer I	\$120/HR
GIS Technician	\$120/HR
Supervising Drafter	\$145/HR
Drafting/Design Technician II	\$135/HR
Drafting/Design Technician I	\$110/HR
Administrative Assistant	\$80/HR
Engineering Intern	\$65/HR

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

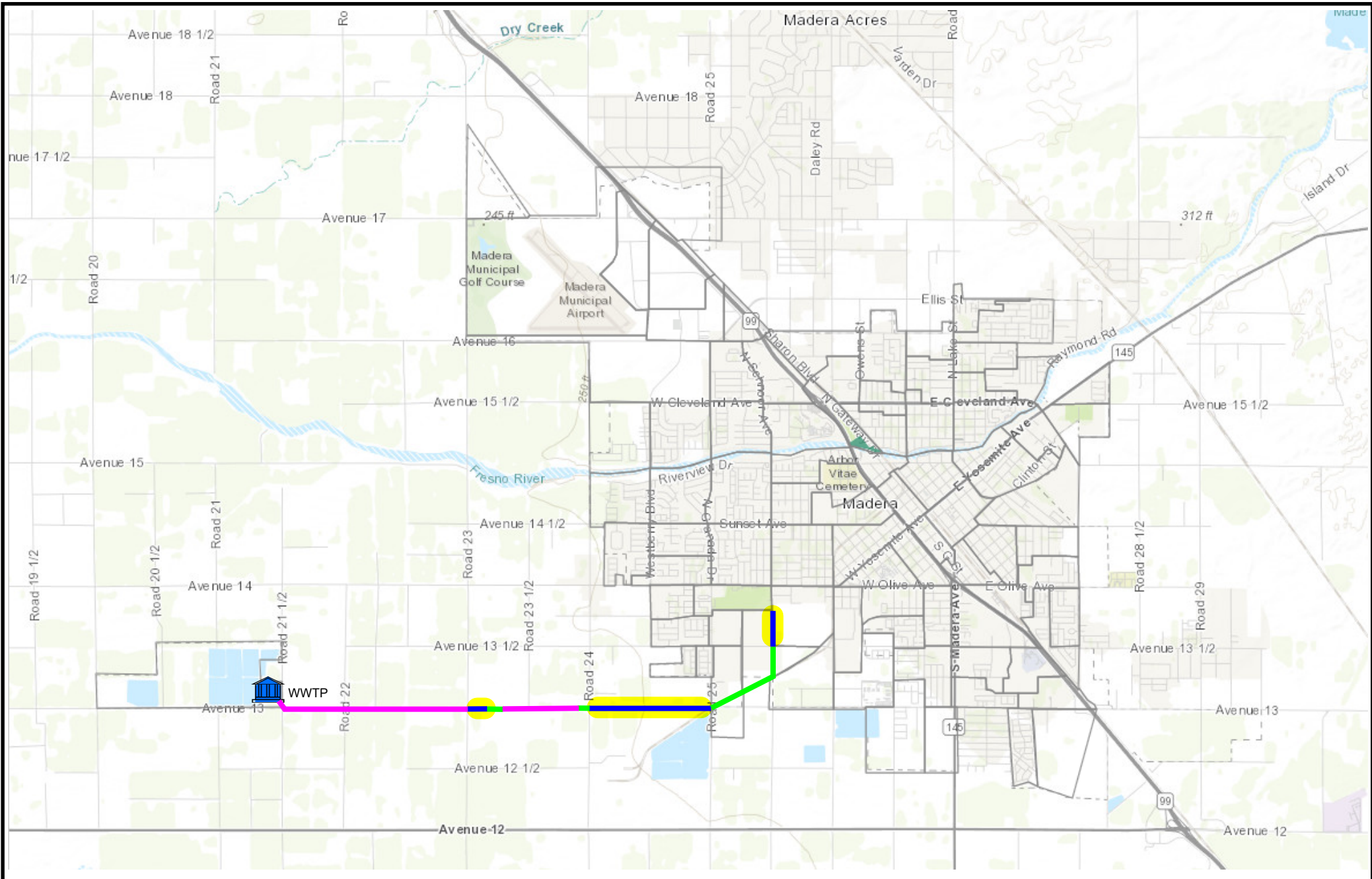
Outside Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Travel & Subsistence (other than mileage)	Cost
Auto Mileage	Current IRS Rate - \$.56/mi.

EXHIBIT C





Project Schedule

ATTACHMENT 2

Location Map



LEGEND

-  SEWER TRUNK MAIN REHABILITATION SEGMENTS UNDER PHASE 1 (±7,840 LF)
-  SEWER TRUNK MAIN REHABILITATION SEGMENTS UNDER PHASE 2 (±5,250 LF)
-  SEWER TRUNK MAIN REHABILITATION SEGMENTS UNDER PHASE 3 (±11,480 LF)
-  WASTE WATER TREATMENT PLANT (WWTP)



LOCATION MAP
AVENUE 13 SEWER INTERCEPTOR
REHABILITATION, CITY PROJECT NO. SS-00014

