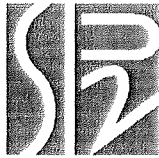


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CITY OF HERCULES
P/WKS - ENG. DEPT.

EXHIBIT A



STEVENSON, PORTO & PIERCE, INC.

1990 WEST CORPORATE WAY, ANAHEIM, CALIFORNIA 92801

(714) 490-1500 | FACSIMILE: (714) 490-1520

WWW.SP2INC.COM

February 27, 2009

City of Hercules
111 Civic Drive
Hercules, California 94547
Attn: Brent Salmi

**Subject: PROPOSAL FOR PREPARATION OF DESIGN DEVELOPMENT
DRAWINGS FOR SAN PABLO AVENUE BOARDWALK
CITY OF HERCULES, CALIFORNIA**

Dear Mr. Salmi:

SP², Inc. is pleased to present this proposal to provide the City of Hercules with Design Development Drawings for the San Pablo Avenue Boardwalk that is proposed for construction on the west side of San Pablo Avenue, between John Muir Parkway and Sycamore Avenue in the City of Hercules, California.

We have prepared our estimate of engineering fees based upon the information provided by your office. Our proposal is based on the following assumptions:

1. The City of Hercules proposes to install a boardwalk at grade, directly behind the existing curb on San Pablo Avenue. The proposed boardwalk is to be 10 feet wide minimum with areas extending to 15-20 feet wide to accommodate seating and bus shelters.
2. The boardwalk deck is to be constructed with composite decking materials.
3. The City of Hercules does not desire to relocate any existing underground utility vaults or aboveground utility cabinets that lie within the limits of the proposed boardwalk.
4. The City of Hercules prefers that the existing underground utility vaults that lie within the limits of the proposed boardwalk be lowered and that hatch openings be installed in the boardwalk deck to provide access to those vaults.
5. Although the City of Hercules prefers that existing aboveground utility cabinets that lie within the limits of the proposed boardwalk be replaced with underground vaults and that hatch openings be installed in the boardwalk deck to provide access to those new vaults (See attached emails), it might be more cost effective to route the boardwalk alignment around them where possible.
6. The City of Hercules will provide all pertinent record maps, record improvement and underground utility drawings for existing improvements located within the project limits, including current Army Corps-approved wetland delineation(s) near the site as well as all documentation regarding biological resources near the site.

7. The City of Hercules will provide Soils and Geologic investigation and Report(s) necessary for environmental review and for boardwalk structural design.
8. The proposed project will qualify as a "Categorical Exemption" under CEQA, assuming there will be no impacts to wetlands, special-status plants or wildlife or no permits will be needed from biological regulatory agencies, such as CDFG, USFWS or others. If any of these conditions are determined, a separate supplemental proposal will be provided to the City.

SCOPE OF SERVICES AND FEE PROPOSAL

PHASE 1

1.	Research of existing City of Hercules documentation and information to determine known impact(s) on proposed sidewalk.	\$2,375.00
2.	Prepare preliminary layout plan for San Pablo Avenue Boardwalk. Plan will be based on Figure 19 of the City of Hercules Mobility Plan. Plan will locate all known constraints from field conditions, existing documentation, and any known environmental documentation. The preliminary boardwalk alignment is to be approved by the City of Hercules.	\$4,450.00
3.	Contract with a qualified Biologist to provide a preliminary biological Assessment.	\$2,475.00

PHASE 2

Upon approval of the boardwalk layout and alignment drawings by the City of Hercules, SP2 will:

1.	Contract with a qualified Structural Engineer to provide structural design of the boardwalk deck and foundation.	\$6,000.00
2.	Prepare Street Improvement Design Plans and Specifications for construction of the San Pablo Avenue Boardwalk based on any required mitigations identified in Phase 1.	\$10,575.00

TOTAL PROPOSED FEE*	\$25,875.00
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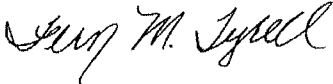
***Proposed fees do not include Project coordination and meetings. Project coordination and meetings for all phases of the project shall be billed on a time and material basis at our agreed upon hourly rate. As Mike Porto is generally in City offices on a regular basis, an economy can be achieved here as he will act as local contact and can coordinate with City staff when he is in the City offices on other business.**

We appreciate the opportunity to present this proposal. Please see *Attachment A* for further terms

February 27, 2009
San Pablo Ave Boardwalk, Hercules CA
Page 3

and conditions of this proposal. Should this proposal meet with your approval, there are several methods the City can use to authorize SP2 to proceed. Undoubtedly, this will require City Manager and possibly City Council authorization before a purchase order can be executed. If you have any questions or concerns regarding this proposal, please do not hesitate to contact us. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in cursive script that reads "Fern M. Tyrell".

Fern M. Tyrell, P.E.

FMT/fmt

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ATTACHMENT A

Reimbursable expenses such as reproductions, messenger service, etc. are not included in the above-mentioned cost figures. Reimbursable items shall be invoiced at cost. However, should the client require back-up copies of reimbursable expenses, a 15% mark-up will be added to the actual costs to cover administrative expenses.

Stevenson, Porto & Pierce, Inc. proposes to provide the above referenced services in accordance with a standard City of Hercules contract reviewed by SP2. Upon review of this proposal, said contract would be sent to SP2 for review and execution.

We shall submit billings on a monthly basis for work completed for that service period in conjunction with the City's schedule for payment. Payment of any invoice by client to Stevenson, Porto & Pierce, Inc. shall be interpreted that client is satisfied with our services and is not aware of any deficiencies in those services.

If the client fails to make payments when due or otherwise is in breach of this agreement, the consultant may suspend performance of services upon five (5) calendar days notice to the client. The consultant shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client. Upon payment in full by the client, the consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the consultant to resume performance. No work products will be submitted and/or released from consultant until the account is brought current.

If the client fails to make payment to the consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the consultant. No work product(s) shall be submitted and/or released from consultant upon termination of services.