

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Public Works – Approve agreement, project, appropriation of funds, and agreement amendment for design services for Measure R: N47 Maple Avenue @ Sepulveda Boulevard project. Expenditure: \$44,907.

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

- 1) Approve the South Bay Measure R Highway program funding agreement (#MOU.MR312.18) to be executed with Los Angeles County Metropolitan Transportation Authority (“LACMTA”);
- 2) Approve the Measure R: N47 Maple Avenue @ Sepulveda Boulevard project as a new project in the City’s current Capital budget;
- 3) Upon approval of funding agreement, appropriate \$60,000 of Measure R funds in Fiscal Year 2011-2012 and \$540,000 of Measure R funds in Fiscal Year 2012-2013 to said project; and
- 4) Approve a first amendment to the consulting services agreement with Psomas of Los Angeles, CA (C2011-153) in the amount of \$44,907 to perform the design services for the Measure R: N47 Maple Avenue @ Sepulveda Boulevard project.

Funding

Funding is available from the recommended appropriation and will be reimbursed 100% to the City by LACMTA in accordance with the recommended Measure R Highway Program Funding Agreement.

BACKGROUND

Measure R is a one-half cent sales tax approved by voters in Los Angeles County in November 2008 to meet various transportation needs in Los Angeles County. One component of Measure R is the South Bay Highway Program that will provide approximately \$906 million (in 2008 dollars) over 30 years for needed ramp and interchange improvements that will improve the operation of, and access to, the I-405, I-110, I-105, SR-1; SR-91 and SR-107 in the South Bay. The scope of eligible improvements also includes local arterials, signal synchronization and park-and-ride projects that create a significant operational improvement to the state highway system.

On January 25, 2011, Your Honorable Body adopted a Resolution in support of the recommended South Bay Measure R Highway Program Early Action Project List that identifies projects to be funded in the first 5 years of the South Bay Measure R Highway

Program, beginning in 2011. Subsequently, there have been some revisions approved by the LACMTA Board. Currently, Torrance's Early Action Projects are:

- 1) B7: I-405 at 182nd St/Crenshaw Blvd – will provide for studies and an environmental impact report to consider a new I-405 southbound on-ramp and other ramp improvements at the intersection.
- 2) F49: Pacific Coast Highway (Palos Verdes Blvd to Crenshaw Blvd) – will provide improvements to P.C.H. and related intersections in accordance with the P.C.H. Corridor Study.
- 3) F51: Pacific Coast Highway at Hawthorne Blvd – will provide designated northbound, eastbound and westbound right-turn lanes via widening and upgrades for the eastbound left-turn.
- 4) P4: Torrance Regional Transit Center and Park & Ride Facility – construct a regional transit center and park & ride facility on Crenshaw Blvd between Maricopa St and 208th St.
- 5) F50: Pacific Coast Highway at Vista Montana/Anza Ave – will re-stripe to add a southbound through lane and a longer northbound left-turn lane and signal modifications for protected north/south left-turn lanes.
- 6) N47: Maple Ave at Sepulveda Blvd – will provide a designated southbound right-turn lane.

Attached is the South Bay Measure R Highway Program Early Action Project List, which includes the funding summary and allocation schedule for all projects. LACMTA oversees the distribution of Measure R funds to agencies and must enter into a project-specific Funding Agreement with the lead agency for each project.

ANALYSIS

LACMTA Funding Agreement

LACMTA has provided a Funding Agreement for the Measure R: N47 Maple Ave at Sepulveda Blvd project. The City Attorney and staff have reviewed the terms and conditions and found them acceptable and consistent with prior agreements with LACMTA. The Funding Agreement, in part, will provide for reimbursement to the City of \$60,000 for design costs and \$540,000 for construction costs. Approval is recommended so that staff can initiate the design phase.

LACMTA is currently preparing the Funding Agreements for Torrance's other Measure R Early Action projects. Once received, each Funding Agreement will be presented to the City Council for approval.

First Amendment to Consulting Services Agreement C2011-153 with Psomas

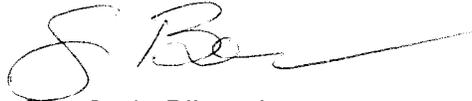
In August 2011, Your Honorable Body approved Consulting Services Agreement C2001-153 with Psomas to provide design services for the Hawthorne Boulevard Rehabilitation (P.C.H. to south city limit), T-45. Psomas was selected following a Request for Proposal process and ranked number one based on an evaluation of their project team, similar past experience, project understanding, schedule, and a successful negotiation with staff for the overall cost.

Due to current project workloads, priorities and deadlines, staff proposes that the design of the Measure R: N47 Maple Ave at Sepulveda Blvd project utilize the assistance of a qualified engineering firm. The recent evaluation of Psomas led staff to conclude that Psomas is the most qualified firm to perform the design for the Measure R: N47 Maple Ave at Sepulveda Blvd project. Accordingly, staff negotiated a scope and fee. The proposed First Amendment to Psomas' Agreement will provide the services required to complete the design and at a not-to-exceed cost of \$44,907. The work will be performed in conjunction with their effort to design the Hawthorne Boulevard Rehabilitation (P.C.H. to south city limit), T-45 and with no impact to the schedule. It, therefore, is recommended that the City Council approve the Amendment.

Psomas' contract would increase from \$259,798 to \$304,705. However, the term need not be extended to accomplish the added work.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

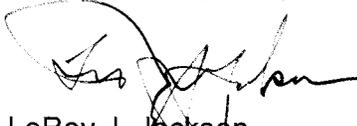


By: Craig Bilezerian
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

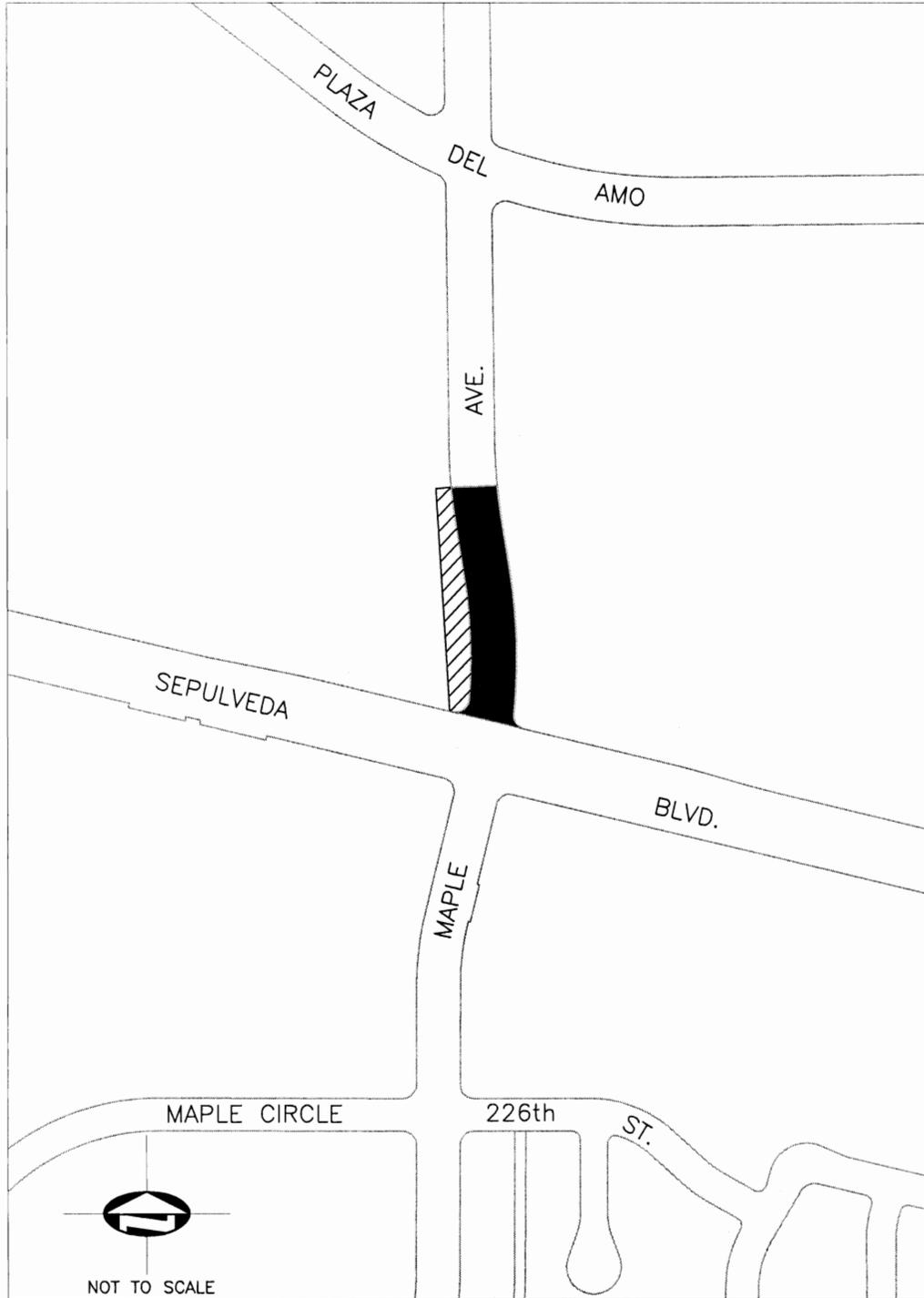
City Manager's Note:
The design work on Maple Avenue at Sepulveda includes a widening of the right turn lane which will not encroach on the Madrona Marsh.

- Attachments
- A. Project Location Map
 - B. South Bay Measure R Highway Program Early Action Project List
 - C. South Bay Measure R Highway Program Funding Agreement
 - D. Consulting Services Agreement C2011-153 – Psomas
 - E. First Amendment to Agreement C2011-153 – Psomas

CITY OF TORRANCE

MAPLE AVENUE AT SEPULVEDA BLVD (N47)

PROJECT LOCATION MAP



LEGEND:



PAVEMENT REHABILITATION



ROADWAY WIDENING FOR DESIGNATED SOUTHBOUND RIGHT-TURN LANE

PUBLIC WORKS DEPARTMENT
 ROBERT J. BESTE
 PUBLIC WORKS DIRECTOR

City of Torrance Early Action Projects

South Bay Measure R Highway Program Five-Year Funding Allocation

5-Year Allocations by FY (in '000s)

Aug. '11

Identification		Location		Description	Lead Agency	Status		FY 2011/12		FY 2012/13		FY 2013/14		FY 2014/15		FY 2015/16		
ID	Type	Facility	Limits			City/County	Document	Project Dev.	Const	Project Dev.	Const	Project Dev.	Const	Project Dev.	Const	Project Dev.	Const	Project Dev.
B7	Arterial and Ramp	I-405	at 182nd St./ Crenshaw Boulevard	Torrance	Concept	\$1,700												
B7	Arterial and Ramp	I-405	at 182nd St./ Crenshaw Boulevard	Torrance	Concept	\$300												
F49	Arterial	Pacific Coast Highway	from Palos Verdes Boulevard to Crenshaw Boulevard	Torrance	Concept													\$1,666
F51	Intersection	Pacific Coast Highway	at Hawthorne Boulevard	Torrance	Preliminary Design Complete: PSR (2002)	\$1,300						\$300				\$18,000		
P4	Park and Ride	Torrance Regional Transit Center	465 Crenshaw Boulevard	Torrance	In Design	\$1,000					\$10,500					\$6,600		
F50	Intersection	Pacific Coast Highway	at Vista Montana/Anza Avenue	Torrance	Preliminary Design Complete											\$2,900		
N47	Intersection	Maple Avenue	at Sepulveda Boulevard	Torrance	Concept	\$60					\$540							

**SOUTH BAY MEASURE R HIGHWAY PROGRAM
FUNDING AGREEMENT**

ATTACHMENT C

This Funding Agreement ("FA") is dated for reference purposes only August 15, 2011, and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Torrance ("Grantee") for - LACMTA Project ID# MR 312.18 and FTIP# LA0G708.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009;

WHEREAS, the funding set forth is intended to fund **DESIGN AND CONSTRUCTION** of the N47: Maple Avenue at Sepulveda Boulevard Intersection Improvements (the "Project").

WHEREAS, the LACMTA Board, at its February 24, 2011 meeting, programmed \$600,000, in Measure R Funds to City of Torrance for design and construction of the project, subject to the terms and conditions contained in this FA; and

WHEREAS, the Funds are currently programmed for \$60,000 in design and \$540,000 in construction of the project as follows: \$60,000 in Measure R Funds in FY 2011-12 AND \$540,000 in Measure R Funds in FY 2012 -13. The total designated for design and construction of the project is \$600,000.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the FA
2. Part II - General Terms of the FA
3. Attachment A - Project Funding
4. Attachment B - Expenditure Plan Guidelines
Attachment B1 – Expenditure Plan- Cost & Cash Flow Budget
5. Attachment C - Scope of Work
6. Attachment D - Reporting and Expenditure Guidelines
7. Attachment D1 - Monthly Progress Report
8. Attachment D2 – Quarterly Expenditure Report
9. Attachment E - Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment F - Special Grant Conditions
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Arthur T. Leahy
Chief Executive Officer

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By:  _____ Date: 8/30/2011
Deputy

GRANTEE:

CITY OF TORRANCE

By: _____ Date: _____
Frank Scotto
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____
John L. Fellows III
City Attorney

ATTEST:

By: _____ Date: _____
Sue Herbers
City Clerk

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): N47 - Maple Avenue at Sepulveda Boulevard Intersection Improvements – Design and Construction. LACMTA Project ID# MR312.18, FTIP# LA0G708.
2. Grant Funds:
 - 2.1 Programmed Funds for this Project consist of the following: Measure R Funds.
 - 2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of \$600,000 (the "Fund") for the Project. LACMTA Board of Directors' action of February 24, 2011 granted the Measure R Funds for the Project. The Funds are programmed over Fiscal Years (FY) FY 2011 -12 and FY 2012 -13 only.
3. This grant shall be paid on a reimbursement basis. Grantee must provide the appropriate supporting documentation with the Monthly Progress Report and the Quarterly Expenditure Report. Grantee Funding Commitment if applicable must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of scope of work.
4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the Grantee Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.
5. **Attachment B1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. Grantee shall submit annually to LACMTA no later than December 31st an update to Attachment B1 for review by LACMTA for budget and programming purposes. Acceptance of any changes to the document will be conveyed by amendment to this FA. GRANTEE shall update the Expenditure Plan annually, such update shall be submitted to LACMTA's Executive Director of Highway Program in writing. If the LACMTA's Executive Director of Highway Program concurs with such updated Expenditure Plan in writing, Attachment B1 shall be replaced with the new Attachment B1 setting forth the latest approved Expenditure Plan. Payments under this agreement shall be consistent with Attachment B1 as revised from time to time.

6. **Attachment C** is the Scope of Work (“the Scope of Work”). The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits. Work shall be delivered in accordance with this schedule and scope unless otherwise agreed to by the parties in writing. If GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, LACMTA will have the option to suspend or terminate the FA for default as described in **Part II, Sections 2, 9, 10 and 11** herein below.
7. No changes to this FA, including but not limited to the Funds; and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.
8. **Attachment D** - the Reporting & Expenditure Guidelines; Grantee shall complete the “Monthly Progress Report and the Quarterly Expenditure Report.” The Monthly Progress and Quarterly Expenditure Report are attached to this FA as Attachments D1 and D2 in accordance with Attachment D - Reporting and Expenditure Guidelines.
9. **Attachment E** the "FTIP PROJECT SHEET (PDF)" is attached as Attachment E and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive funding through Measure R must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. Grantee shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption. Grantee will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after Grantee is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should Grantee fail to meet this date, it may affect Grantee's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.
10. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) Expenditure Plan, (v) FTIP Project Sheet or (vi) Special Grant Conditions shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Grantee. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by Grantee and approved by LACMTA in writing. Non-material changes are those changes, which do not affect the grant amount, or its schedule, Project Funding, Financial Plan, the Scope of Work, including its schedule.

11. LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Fulgene Asuncion, MS: 99-22-9
Phone (213) 922-3025
Email: asuncionf@metro.net

12. Grantee's Address:
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503
Attention: Craig Bilezerian
Phone: (310) 618-3054
Email: cbilezerian@torranceca.gov

PART II
GENERAL TERMS OF THE FA

1. **TERM**

The term of this FA shall commence on the date this FA is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to Grantee. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (**Attachment D**), incurred after the FA is executed shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. **SUSPENDED OR TERMINATION**

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) to suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. **INVOICE BY GRANTEE**

Unless otherwise stated in this FA, the Quarterly Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Sections 6.1 of this FA, and other documents as required, shall satisfy LACMTA invoicing requirements.

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296

Re: LACMTA Project ID# MR312.18 and FA# MOU.MR312.18
Project Manager: Fulgene Asuncion, MS: 99-22-9

4. **USE OF FUNDS:**

4.1 Grantee shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 **Attachment C** shall constitute the agreed upon Scope of Work between LACMTA and Grantee for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 Grantee shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, Grantee shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee.

4.4 Grantee must use the Funds in the most cost-effective manner. If Grantee intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with Grantee's contracting procedures and consistent with State law as appropriate. Grantee will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. Grantee staff or consultant with project oversight roles can not award work to companies in which they have a financial or personal interest. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: Grantee shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to Grantee Funding Commitment ratio.

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Monthly Progress and Quarterly Expenditure Report. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm. Grantee must provide detailed supporting documentation with its Monthly Progress and Quarterly Expenditure Report. Grantee Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

6.1 Grantee shall submit the Monthly Progress Report (**Attachment D1**) within seven (7) days from the last day of each month and submit the Quarterly Expenditure Report (**Attachment D2**) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August. Should Grantee fail to submit such reports within 10 days of the due date and/or submit incomplete reports,

LACMTA will not reimburse Grantee until the completed required reports are received, reviewed, approved. The Monthly Progress and the Quarterly Expenditure Report shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.). All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, Grantee will still be required to submit the Monthly Progress and Quarterly Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds **\$500,000** in a single month, then Grantee can submit such an invoice once per month with supporting documentation.

6.2 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by Grantee and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). Grantee agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for Grantee's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for Grantee's contractors, consultants and suppliers expenditures submitted to LACMTA through Grantee's Monthly Progress Reports and Quarterly Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require Grantee to return monies to LACMTA, Grantee agrees to return the monies within thirty (30) days after the final audit is sent to Grantee.

6.3 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.4 Grantee shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of Grantee and its contractors related to the Project, and shall be allowed to interview any employee of Grantee and its contractors through final payment to the extent reasonably practicable.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.8 Grantee shall be responsible for ensuring all contractors/subcontractors for the Project comply with the terms of the Ordinance. Grantee shall cooperate with LACMTA Audit Department such that LACMTA can meet its obligations under the Ordinance.

6.9 Grantee shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.10 Grantee shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subparagraph 31 (whichever is applicable) and the terms and conditions of this FA.

6.11 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one time only grant of the Measure R Funds are subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS:

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 Grantee shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, Grantee may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board, the South Bay Cities Council of Governments (SBCCOG). A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 Grantee shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 Grantee shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by Grantee prior to the execution of this FA (prior to the LACMTA Chief Executive Officer's signature) shall not be reimbursed nor shall they be credited toward the Grantee Funding Commitment requirement, without the prior written consent of LACMTA. Grantee Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at Grantee's own risk.

8.5 If Grantee receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, Grantee Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and Grantee Funding Commitment required for the Project shall be reduced accordingly.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:

9.1 Grantee must demonstrate timely use of the Funds by:

- (i) executing this FA within ninety (90) days of receiving formal transmittal of the FA from LACMTA, or by December 31 of the

- first Fiscal Year in which the Funds are programmed, whichever date is later; and
- (ii) meeting the Project milestones due dates as agreed upon by the LACMTA and Grantee in Attachment C (Scope of Work) of this FA. Contracts for construction or capital purchase shall be executed within nine (9) months from the date of completion of design; and
 - (iii) submitting the Monthly Progress and Quarterly Expenditure Report as described in Part II, Section 6.1 of this FA; and
 - (iv) expending the Funds granted under this FA for allowable costs within five years or 60 months from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2011-12 are subject to lapse by June 30, 2016. All Funds programmed for FY 2012-13 are subject to lapse by June 30, 2017.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA as part of its annual Recertification/Deobligation process and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance, which may require that any reprogrammed funds be returned to the sub-region. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT:

A Default under this FA is defined as any one or more of the following: (i) Grantee fails to comply with the terms and conditions contained herein; or (ii) Grantee fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES:

11.1 In the event of a Default by Grantee, LACMTA shall provide written notice of such Default to Grantee with a 30-day period to cure the Default. In the event Grantee fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further disbursements of Funds to Grantee; and/or (iii) LACMTA may recover from Grantee any Funds disbursed to Grantee as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of Grantee.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS:

12.1 Grantee shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project. For purposes of this Agreement, "Communications Materials" include, but are not limited to, newsletters and other printed materials, advertising, websites and electronic media, and construction site signage.

12.2 Grantee shall ensure that at a minimum, all Communications Materials shall include (i) the phrase "A Measure R project funded by Metro"; and (ii) the Metro logo. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

12.4 Grantee shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this **Section 12**.

12.5 Grantee shall notify the LACMTA Chief Communications Officer or his/her designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

12.6 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

12.7 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials will comply with the requirements contained in this **Section 12**.

13. OTHER TERMS AND CONDITIONS:

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority.

13.2 Grantee is obligated, to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to Grantee Funding Commitment ratio) shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with any work performed by and or service provided by Grantee, its officers, agents, employees, contractors and subcontractors under this FA. Grantee shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Grantee's obligations under this FA; or (iii) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 Grantee shall comply with and insure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the

most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 Grantee agrees that the applicable requirements of this FA shall be included in every contract entered into by Grantee or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 Grantee shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 If any software/Intelligent Transportation Systems ("ITS") is developed with the Funds and if Grantee ceases to use the software/ITS for public purposes or Grantee sells, conveys, licenses or otherwise transfers the software/ITS, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software/ITS. Such refund or credit shall not be required, subject to LACMTA approval of the intended use, if Grantee reinvests the proceeds of such sale, conveyance, license or transfer into the Project to offset operating or systems management costs.

13.12 Implementation of any ITS project shall be consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form in the form of Attachment F-1. For the ITS policy and form, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.13 If any parking facilities are designed and/or constructed using the Funds, Grantee shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see www.metro.net/projects_studies/call_projects/other_resources.htm.

13.14 Grantee will advise LACMTA prior to any key Project staffing changes.

13.15 Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.16 Grantee in the performance of the work described in this FA is not a contractor nor an agent or employee of LACMTA. Grantee attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

ATTACHMENT A -PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA # MOU.MR312.18

Project Title: N47: Maple Ave at Sepulveda Blvd Intersection Improvements Project#:MR312.18

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	FY2016-17	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING										
MEASURE R FUNDS			\$60,000	\$540,000					\$600,000	100%
SUBTOTAL		\$0	\$60,000	\$540,000					\$ 600,000	
PROP C 25%									\$0	0%
SUBTOTAL		\$0	\$0	\$0					\$ -	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL		\$0	\$60,000	\$540,000					\$ 600,000	100%
OTHER SOURCES OF FUNDING:										
LOCAL:									\$0	0%
STATE:									\$0	0%
FEDERAL:									\$0	0%
PRIVATE OR OTHER:									\$0	0%
OTHER FUNDING SUBTOTAL		\$0	\$0	\$0					\$0	0%
TOTAL PROJECT FUNDS		\$0	\$60,000	\$540,000					\$600,000	100%

ATTACHMENT B EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- o The estimated total cost for each project and program and/or each project or program activity;
- o Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- o The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- o The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- o Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- o A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- o Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- o A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;
- o An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- o The expected completion by month and year of project or program completion.

ATTACHMENT B EXPENDITURE PLAN GUIDELINES

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

Below is an excerpt of AB 2321 (2008, Feuer) the state legislation that requires the expenditure plan.

What AB 2321 (2008, Feuer) Says About the Expenditure Plan:

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to the MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET
 Measure R Program - Funding Agreement Projects - FA # MOU.MR312.18
 Project Title: N47 - Maple Ave at Sepulveda Blvd Intersection Improvements Project#:MR312.18
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2011-12		FY 2011-12		FY 2011-12		FY 2012-13		FY 2012-13		FY 2012-13		TOTAL BUDGET
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
LACMTA PROGRAMMED FUNDS:													
MEASURE R FUNDS:													
PAED													\$0
PS&E		\$10,000	\$25,000	\$25,000									\$60,000
RW Support													\$0
Const. Support								\$20,000			\$20,000		\$40,000
RW													\$0
Construction								\$250,000			\$250,000		\$500,000
Total MEASURE R	\$0	\$10,000	\$25,000	\$25,000	\$0	\$270,000	\$0	\$270,000	\$0	\$270,000	\$0	\$0	\$600,000
SUM PROG LACMTA FUNDS:	\$0	\$10,000	\$25,000	\$25,000	\$0	\$270,000	\$0	\$270,000	\$0	\$270,000	\$0	\$0	\$600,000
SOURCES OF FUNDS	FY 2013-14	FY 2013-14	FY 2013-14	FY 2013-14	FY 2014-15	TOTAL BUDGET							
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
LACMTA PROGRAMMED FUNDS:													
MEASURE R FUNDS:													
PAED													\$0
PS&E													\$0
RW Support													\$0
Const. Support													\$0
RW													\$0
Construction													\$0
Total MEASURE R	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUM PROG LACMTA FUNDS:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUMMARY OF ALL FUNDS													
PAED	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PS&E	\$0	\$10,000	\$0	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000
RW Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Const. Support	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$20,000	\$0	\$0	\$40,000
RW	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000	\$0	\$250,000	\$250,000	\$0	\$0	\$500,000
TOTAL MILESTONES	\$0	\$10,000	\$0	\$25,000	\$0	\$270,000	\$0	\$270,000	\$0	\$270,000	\$270,000	\$0	\$575,000
SUM PROG LACMTA FUNDS	\$0	\$10,000	\$25,000	\$25,000	\$0	\$270,000	\$0	\$270,000	\$0	\$270,000	\$270,000	\$0	\$600,000
SUM NON-LACMTA FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT FUNDING	\$0	\$10,000	\$25,000	\$25,000	\$0	\$270,000	\$0	\$270,000	\$0	\$270,000	\$270,000	\$0	\$600,000
													\$600,000

ATTACHMENT C

SCOPE OF WORK

PROJECT TITLE: N47 – Maple Avenue at Sepulveda Boulevard Intersection Improvements

PROJECT LOCATION:

The project is located in the City of Torrance, at the intersection of Maple Avenue and Sepulveda Boulevard.

PROJECT LIMITS:

This project limits are on Maple Avenue, 300 feet north/south of the intersection of Sepulveda Boulevard.

NEXUS TO HIGHWAY OPERATION DEFINITION / PROJECT PURPOSE:

The purpose of this project is to construct an intersection improvement to enhance traffic circulation and reduce delays at the Maple Avenue/Sepulveda Boulevard intersection, all of which is within 1 mile of SR-107 and benefits both SR-107 and the I-405 freeway.

PROJECT BACKGROUND:

The project was analyzed and identified as a need in Torrance's recent Citywide traffic study.

PROJECT SCOPE:

This project will construct a new southbound designated right-turn lane on Maple Avenue. The proposed improvements include, but are not limited to: roadway widening; utility relocation; new asphalt concrete paving, re-alignment of curb/gutter and sidewalk; traffic signal relocation; new roadway striping/markings. Right-of-way is not anticipated. However, it should be noted that adjacent property (west of Maple Avenue) is owned by the City of Torrance.

FTIP#: LA0G708
 South Bay Measure R Highway Program

Project# MR312.18
 Funding Agreement #MOU.MR312.18

PROJECT COST:

		% of Cost
Planning	\$ 0,000,000	
PA&ED	\$ 0,000,000	
PS&E	\$ 50,000	8
Right of Way Support	\$ 0,000,000	
Right of Way Acquisition	\$ 0,000,000	
Construction	\$ 500,000	84
Project Coordination & Development	<u>\$ 50,000</u>	<u>8</u>
Total Project Cost	\$ 600,000	100

PROJECT BUDGET:

		% of Budget
METRO	\$ 600,000	100
GRANTEE	\$ 0,000,000	
OTHER FUNDING	\$ 0,000,000	
Total	\$ 600,000	100

Proposed Milestones: The proposed implementation schedule for this project will be as follows:

MILESTONES:

	START DATE	COMPLETION DATE
PLANNING		
Prepare Concept Report	N/A	N/A
Prepare Feasibility Study	N/A	N/A
Prepare Project Study Report	N/A	N/A
Intelligent Transportation System (ITS)	N/A	N/A
Feasibility Study	N/A	N/A
Concept Exploration	N/A	N/A
PRELIMINARY DESIGN		
Prepare Detailed Design Plans	N/A	N/A
Prepare Detailed Construction Plans	N/A	N/A
Prepare Project Cost Estimate	N/A	N/A
Intelligent Transportation System (ITS)	N/A	N/A
Concept of Operations	N/A	N/A
System Requirements	N/A	N/A
High Level Design	N/A	N/A
PA&ED		
Prepare Environmental Document Document Type: Categorical Exemption	September 2011	June 2012
Scoping	N/A	N/A
Technical Studies	N/A	N/A
Draft Environmental Document	N/A	N/A
Final Environmental Document	N/A	N/A
Community Outreach	N/A	N/A
Secure Project Approval	N/A	N/A
Intelligent Transportation System (ITS)	N/A	N/A
Categorical Exemption Filing	June 2012	June 2012
PS&E		
35% PS&E		
Preliminary Investigations	September 2011	January 2012
Preliminary Foundation	N/A	N/A
Geometric Drawings	September 2011	January 2012
Bridge Type Selection Roadway and Retrofit Strategy	N/A	N/A
ADL Review	N/A	N/A
Utilities	September 2011	September 2011
Right-of-Way	N/A	N/A
Estimating	September 2011	September 2011
Civic Design	N/A	N/A
Structural Design	N/A	N/A
Intelligent Transportation System (ITS)	N/A	N/A
Detailed Design	N/A	N/A
ITS Drawings	N/A	N/A
System Plans	N/A	N/A
Communications Plans	N/A	N/A
Systems Integrations Plans	N/A	N/A
Software Specifications	N/A	N/A
Project Review & Comments	N/A	N/A

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65% PS&E		
Civil Design Plans	January 2012	April 2012
Right-of-Way Engineering	N/A	N/A
Structural Design	N/A	N/A
Prepare Project Cost Estimate	January 2012	April 2012
Intelligent Transportation System (ITS)	N/A	N/A
Detailed Design	N/A	N/A
ITS Drawings	N/A	N/A
System Plans	N/A	N/A
Communications Plans	N/A	N/A
Systems Integrations Plans	N/A	N/A
Equipment Specifications	N/A	N/A
Software Specifications	N/A	N/A
Project Review & Comments	N/A	N/A
95% PS&E		
Civil Design Plans	April 2012	July 2012
Structural Design	N/A	N/A
Intelligent Transportation System (ITS)	N/A	N/A
Detailed Design	N/A	N/A
ITS Drawings	N/A	N/A
System Plans	N/A	N/A
Communications Plans	N/A	N/A
Systems Integrations Plans	N/A	N/A
Equipment Specifications	N/A	N/A
Software Specifications	N/A	N/A
Submittals & Reviews		
Submit Final PS&E	June 2012	July 2012
Outside Agency Review	N/A	N/A
RIGH OF WAY SUPPORT		
Certification/Mapping	N/A	N/A
Appraisal	N/A	N/A
RIGHT OF WAY ACQUISITION		
Certification/Mapping	N/A	N/A
Title Report	N/A	N/A
Meet with Property Owners	N/A	N/A
Appraisal	N/A	N/A
Environmental Investigation	N/A	N/A
Closing/Acquire Property/Relocation	N/A	N/A
Physical Possession	N/A	N/A
Remediation	N/A	N/A
Utility Relocation		
Third Party Coordination	N/A	N/A
Design Utilities	N/A	N/A
Relocate Utilities	N/A	N/A
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	July 2011	July 2011
Solicitation Response	July 2011	July 2011
Evaluations	July 2011	July 2011
Selection	August 2011	August 2011
Board Approval	September 2011	September 2011
Contract Award	September 2011	September 2011
Fully Executed Contract	September 2011	September 2011

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	START DATE	COMPLETION DATE
PLANNING		
Prepare Concept Report		
Prepare Feasibility Study		
Prepare Project Study Report		
Intelligent Transportation System (ITS)		
Feasibility Study		
Concept Exploration		
PRELIMINARY DESIGN		
Prepare Detailed Design Plans		
Prepare Detailed Construction Plans		
Prepare Project Cost Estimate		
Intelligent Transportation System (ITS)		
Concept of Operations		
System Requirements		
High Level Design		
PA&ED		
Prepare Environmental Document Document Type:		
Scoping		
Technical Studies		
Draft Environmental Document		
Final Environmental Document		
Community Outreach		
Secure Project Approval		
Intelligent Transportation System (ITS)		
Categorical Exemption Filing		
PS&E		
35% PS&E		
Preliminary Investigations		
Preliminary Foundation		
Geometric Drawings		
Bridge Type Selection Roadway and Retrofit Strategy		
ADL Review		
Utilities		
Right-of-Way		
Estimating		
Civic Design		
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Software Specifications		
Project Review & Comments		
65% PS&E		
Civil Design Plans		
Right-of-Way Engineering		
Structural Design		
Prepare Project Cost Estimate		

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	START DATE	COMPLETION DATE
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Project Review & Comments		
95% PS&E		
Civil Design Plans		
Structural Design		
Intelligent Transportation System (ITS)		
Detailed Design		
ITS Drawings		
System Plans		
Communications Plans		
Systems Integrations Plans		
Equipment Specifications		
Software Specifications		
Submittals & Reviews		
Submit Final PS&E		
Outside Agency Review		
RIGH OF WAY SUPPORT		
Certification/Mapping		
Appraisal		
RIGHT OF WAY ACQUISITION		
Certification/Mapping		
Title Report		
Meet with Property Owners		
Appraisal		
Environmental Investigation		
Closing/Acquire Property/Relocation		
Physical Possession		
Remediation		
Utility Relocation		
Third Party Coordination		
Design Utilities		
Relocate Utilities		
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval		
Contract Award		
Fully Executed Contract		

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CONSTRUCTION MILESTONES:

	START DATE	COMPLETION DATE
Excavation		
Clear/Grub	December 2012	June 2013
Survey	December 2012	June 2013
Sample Borings	N/A	N/A
Grading	December 2012	June 2013
Compaction	December 2012	June 2013
Drainage	N/A	N/A
Environmental		
Hazardous Materials Handling	N/A	N/A
Archaeological	N/A	N/A
Air Quality Monitoring	N/A	N/A
Concrete		
Form Work	December 2012	June 2013
Rebar Placement	December 2012	June 2013
Pole Placement	December 2012	June 2013
Traffic Control		
TMP	December 2012	June 2013
Structural		
False Work	N/A	N/A
Iron Placement	N/A	N/A
Pole Placement	N/A	N/A
Utilities		
DWP	N/A	N/A
SCE	N/A	N/A
LADOT	N/A	N/A
Materials		
Long-Lead Equipment	December 2012	June 2013
Staging	December 2012	June 2013
Material Lay Down Area	December 2012	June 2013
Signage	December 2012	June 2013
Electrical		
Power U/G Communication	N/A	N/A
A/G Testing/Acceptance	N/A	N/A
Landscape		
Clearing	N/A	N/A
Planting	N/A	N/A
Plant Establishment	N/A	N/A
Irrigation	N/A	N/A
Testing	N/A	N/A

FTIP#: LA0G708
South Bay Measure R Highway Program

Project# MR312.18
Funding Agreement #MOU.MR312.18

	START DATE	COMPLETION DATE
Change Orders		
P.O. Processing Time	December 2012	June 2013
Weather	December 2012	June 2013
Third Party Issues	December 2012	June 2013
Strike Labor Walk Outs	December 2012	June 2013
Force Majeure	December 2012	June 2013
Claims	December 2012	June 2013
Solicitation (Bid/Proposal)		
Develop Solicitation Package	September 2012	December 2012
Solicitation Response	September 2012	December 2012
Evaluations	September 2012	December 2012
Selection	September 2012	December 2012
Board Approval Process	September 2012	December 2012
Contract Award	September 2012	December 2012
Fully Executed Contract	September 2012	December 2012
Excavation		
Clear/Grub		
Survey		
Sample Borings		
Grading		
Compaction		
Drainage		
Environmental		
Hazardous Materials Handling		
Archaeological		
Air Quality Monitoring		
Concrete		
Form Work		
Rebar Placement		
Pole Placement		
Traffic Control		
TMP		
Structural		
False Work		
Iron Placement		
Pole Placement		
Utilities		
DWP		
SCE		
LADOT		
Materials		
Long-Lead Equipment		
Staging		
Material Lay Down Area		

Signage		
Electrical		
Power U/G Communication		
A/G Testing/Acceptance		
Landscape		
Clearing		
Planting		
Plant Establishment		
Irrigation		
Testing		
Change Orders		
P.O. Processing Time		
Weather		
Third Party Issues		
Strike Labor Walk Outs		
Force Majeure		
Claims		
Solicitation (Bid/Proposal)		
Develop Solicitation Package		
Solicitation Response		
Evaluations		
Selection		
Board Approval Process		
Contract Award		
Fully Executed Contract		

ATTACHMENT C -Location Map(s)



FA SOUTH BAY MEASURE R HIGHWAY PROGRAM - ATTACHMENT D REPORTING & ADMINISTRATIVE GUIDELINES

REPORTING PROCEDURES

- Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) are required for all projects. The Grantee shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, Grantee will submit the reports to the LACMTA at **P.O. Box 512296, Los Angeles, CA 90051-0296**. Please note that letters or other forms of documentation may not be substituted for this form.
- The Monthly Progress Report and the Quarterly Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that Grantee provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.
- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.
- Grantees are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Measure R allocation update process and the Funds may be deobligated and reprogrammed by the LACMTA Board.
- The Monthly Progress Report is due to the LACMTA as soon as possible on the last day of each month. The Quarterly Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

<i>Quarter</i>	<i>Report Due Date</i>
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (MOU Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his designee.

FA SOUTH BAY MEASURE R HIGHWAY PROGRAM - ATTACHMENT D REPORTING & ADMINISTRATIVE GUIDELINES

- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.
- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.
- Administrative cost is the ongoing expense incurred by the Grantee for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.
- LACMTA is not responsible for, and will not reimburse any costs incurred by the Grantee prior to the execution of the MOU, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or her designee.
- The MOU is considered executed when the LACMTA Chief Executive Officer or her designee signs the document.

DEFINITIONS

- **Local Participation:** Where local participation consists of “in-kind” contributions rather than funds, the following contributions may be included:
 - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
 - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
 - Donations of volunteer services dedicated to the project.
 - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.
- **Allowable Cost:** To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.
- **Excessive Cost:** Any expense deemed “excessive” by LACMTA staff would be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.
- **In-eligible Expenditures:** Any activity or expense charged above and beyond the approved Scope-of-Work is considered in eligible.

LACMTA
(FA)South Bay Measure R Funding Agreement - ATTACHMENT D1
MONTHLY PROGRESS REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Monthly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO
P.O. Box #512296, Los Angeles, CA 90051-0296 after the close
of each month. Please note that letters or other forms
of documentation may not be substituted for this form. Refer to the
Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

MONTHLY REPORT SUBMITTED FOR: Month: _____ Year: _____

DATE SUBMITTED: _____

LACMTA Area Team Representative / Project Mgr.	Name:	
	Department:	
	Phone Number:	
	e-mail:	

GRANTEE Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
e-mail:		

LACMTA
 (FA)South Bay Measure R Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

SECTION 3 : MONTHLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. **DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES BELOW.**

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA S

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d	Percent Completed By Time
PLANNING							
Prepare Concept Report							
Prepare Feasibility Study							
Prepare Project Study Report							
Intelligent Transportation							
Feasibility Study							
Concept Exploration							
Preliminary Design							
Prepare Detailed Design Plans							
Prepare Detailed Construction							
Prepare Project Cost Estimate							
Intelligent Transportation							
Concept of Operations							
System Requirements							
High Level Design							
PA&ED							
Prepare Environmental Scoping							
Technical Studies							
Draft Environmental							
Final Environmental							
Community Outreach							
Secure Project Approval							
Intelligent Transportation							
Categorical Exemption							
PS&E							
35% PS&E							
Preliminary Investigations							
Preliminary Foundation							
Geometric Drawings							
Bridge Type Selection							
ADL Review							
Utilities							
Right-of-Way							
Estimating							
Civic Design							
Structural Design							
Intelligent Transportation							
Detailed Design							
ITS Drawings							
System Plans							
Communications Plans							
Systems Integrations Plans							
Equipment Specifications							
Software Specifications							
Project Review & Comments							
65% PS&E							
Civil Design Plans							
Right-of-Way Engineering							
Structural Design							
Prepare Project Cost							
Intelligent Transportation							
Detailed Design							
ITS Drawings							
System Plans							
Communications Plans							
Systems Integrations Plans							
Equipment Specifications							
Software Specifications							
Project Review & Comments							

LACMTA
 (FA)South Bay Measure R Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d	Percent Completed By Time
95% PS&E							
Civil Design Plans							
Structural Design							
Intelligent Transportation							
Detailed Design							
ITS Drawings							
System Plans							
Communications Plans							
Systems Integrations Plans							
Equipment Specifications							
Software Specifications							
Submittals & Reviews							
Submit Final PS&E							
Outside Agency Review							
ROW							
Certification/Mapping							
Title Report							
Meet with Property Owners							
Appraisal							
Environmental Investigation							
Closing/Acquisition/Relocation							
Physical Possession							
Remediation							
Third Party Coordination							
UTILITY RELOCATION							
Third Party Coordination							
Design Utilities							
Relocate Utilities							
SOLICITATION (BID/PROPOSAL)							
Develop Solicitation Package							
Solicitation Response							
Evaluations							
Selection							
Board Approval							
Contract Award							
Fully Executed Contract							

LACMTA
 (FA)South Bay Measure R Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

FA Milestones	Original FA Start Date in Scope of Work (Month/Year) a	Original FA End Date in Scope of Work (Month/Year) b	LACMTA Approved Changes (Months) c	LACMTA Approved Completion Schedule d=b+c	Current Completion Forecast (Month/Year) e	Schedule Variance (Months) f=e-d	Percent Completed By Time
CONSTRUCTION							
Excavation							
Clear/Grub							
Survey							
Sample Borings							
Grading							
Compaction							
Drainage							
Environmental							
Hazardous Materials Handling							
Arhaeological							
Air Quality Monitoring							
Concrete							
Form Work							
Rebar Placement							
Imbeds							
Testing							
Finishing							
Traffic Control							
TMP							
Structural							
False Work							
Iron Placement							
Pole Placement							
Utilities							
DWP							
SCE							
LADOT							
Materials							
Long-Lead Equipment							
Staging							
Material Lay Down Area							
Signage							
Electrical							
Power U/G Communications							
A/G Testing/Acceptance							
Landscape							
Clearing							
Planting							
Plant Establishment							
Irrigation							
Testing							
Change Orders							
P.O. Processing Time							
Weather							
Third Party Issues							
Strike Labor Walk Outs							
Force Majeure							
Claims							
Intelligent Transportation System							
Hardware / Software							
Equipment Installations							
Software Development							
Systems Integration							
Device Testing							
Subsystem Verification							
System Verification							
Final Systems Acceptance							
Solicitation (Bid/Proposal)							
Develop Solicitation Package							
Solicitation Response							
Evaluations							
Selection							
Board Approval Process							
Contract Award							
Fully Executed Contract							

LACMTA
 (FA)South Bay Measure R Funding Agreement - ATTACHMENT D1
 MONTHLY PROGRESS REPORT

2. PROJECT COMPLETION

Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

- Ahead of original FA schedule
- On schedule per original FA schedule
- Between 12-24 months behind original schedule
- Less than 12 months behind original schedule
- More than 24 months behind original schedule

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this month.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this month). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous months, please indicated by writing "Same as Previous Month"

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

Issue(s)	Targeted Resolution/Response Date

6. COST SUMMARY

FA Milestones	Project Budget g	LACMTA Approved Changes h	Current Approved Budget i=g+h	Expenditures to Date j	Estimate At Completion k	Cost Variance l=k-i	Percent Completed By Dollar Amount
PLANNING							
PA&ED							
PS&E							
ROW Support							
ROW							
CONSTRUCTION Support							
CONSTRUCTION							

7. RISK MANAGEMENT PLAN / PROJECT RISK REGISTER

This Risk Register shall include a listing of potential project risks. Identify project risks and provide a description of individual risk events or unplanned events that may

Risk Category	Risk Event	Risk Potential (Low/Medium/High)	Risk Mitigation Strategies	Action	Outcome
Environmental					
Planning					
Design					
ROW					
Construction					
Bid/Award					
Third Party					

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature _____

Date _____

LACMTA
 (FA) South Bay Measure R Funding Agreement - ATTACHMENT D2
 QUARTERLY EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	
Quarterly Report #	

GRANTEES ARE REQUESTED TO MAIL THIS REPORT TO P.O. Box #512296, Los Angeles, CA 90051-0296 after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section**.

	LACMTA Measure R Grant \$	LACMTA Prop C 25% \$	Other Funding %	Total \$
Project Quarter Expenditure				
This Quarter Expenditure				0
Retention Amount				0
Net Invoice Amount (Less Retention)				0
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				0
Total Project Budget				0
% of Project Budget Expended to Date				0
Balance Remaining				0

LACMTA
 (FA) South Bay Measure R Funding Agreement - ATTACHMENT D2
 QUARTERLY EXPENSE REPORT

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures

ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	\$ CHARGED TO LACMTA GRANT	\$ CHARGED TO LOCAL MATCH
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
TOTAL				

Notes:

- Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.
- All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
 ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
 ACH Request Forms can be found at www.metro.net/callforprojects.
 Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

Signature

Date

Name

Title

Los Angeles Metropolitan Transportation Authority 2011 Federal Transportation Improvement Program (\$000)

TIP ID LA0G708		Implementing Agency Torrance, City of								
Project Description: On Maple Avenue, add a designated southbound right-turn lane at the intersection with Sepulveda Blvd. (Measure R project N47)		SCAG RTP Project #: Is Model: Model #: PM: Craig Bilezerian - (310) 618-3054 Email: cbilezerian@torranceca.gov LS: N LS GROUP#: Conformity Category: NON-EXEMPT Completion Date 12/31/2013								
System : Local Hwy Route : Postmile: Distance: Phase: No Project Activity										
Lane # Extd: 4 Lane # Prop: 5 Imprv Desc: Add southbound right-turn lane		Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 05/31/2012								
Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc:		Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Sub-Region:								
Program Code: CAR63 - HWY/RD IMP-LANE ADD w/ NO HOV LANE(S):NRS		CTIPS ID: EA #: PPNO:								
	PHASE	PRIOR	10/11	11/12	12/13	13/14	14/15	15/16	BEYOND	TOTAL
Measure R	PE			\$60	\$0					\$60
	RW			\$0	\$0					\$0
	CON			\$0	\$540					\$540
	SUBTOTAL			\$60	\$540					\$600
TOTAL PE: \$60		TOTAL RW: \$0		TOTAL CON: \$540						
<ul style="list-style-type: none"> - General Comment: New Measure R project - Mdeling Comment: - TCM Comment: - Narrative: New Project 										
MR:										
▶ Add funds in 11/12 in ENG for \$60										
▶ Add funds in 12/13 in CON for \$540										
Total project cost \$600										
Last Revised Amendment 11-12 - Submitted					Change reason: New project			Total Cost \$600		

**ATTACHMENT F
SPECIAL GRANT CONDITIONS**

LACMTA has asked the South Bay Cities Council of Governments (SBCCOG) to provide program administration and project development and oversight over the Project in conjunction with LACMTA. In order to do so, the SBCCOG shall obtain a copy from LACMTA or through LACMTA's Project Database of each Monthly Progress Report (Attachment D1) and Quarterly Expenditure Report (Attachment D2) at the time Grantee submits the reports to LACMTA. The SBCCOG, through the Monthly Progress Reports, shall monitor progress of the Project schedule and budget and provide periodic reports to LACMTA on the status of the Project. The SBCCOG shall also monitor and report to LACMTA on overall program-level schedule and budget to identify and evaluate any problems that may result in Project delays or cost overruns.

The Monthly Progress Reports (Attachment D1) shall include, but are not limited to, Project progress, use of funds during the previous month, the milestones progress vs. costs, risk management plan, expenditures to date, funds committed and forecast at completion, updated Project schedule vs. Project baseline and identifying any major problems and proposed solutions. If a potential cost overrun is identified, the monthly report must detail the cost overrun and provide a recovery proposal.

The Quarterly Expenditure Reports (Attachment D2) provided by the Grantee to LACMTA shall be used by the SBCCOG for monitoring and reporting program expenditures to LACMTA.

For modifications that affect the terms of this FA, such as changes to project funding, scope or schedule, Grantee must obtain evidence of SBCCOG concurrence to modifications before formally requesting LACMTA for an amendment to this FA in writing.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of August 16, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and PSOMAS, a California corporation ("CONSULTANT").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to perform engineering design services for the Hawthorne Boulevard Rehabilitation, T-45 (Pacific Coast Highway to the south City limit).
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Hawthorne Boulevard Rehabilitation, T-45 (Pacific Coast Highway to the south City limit) , RFP No. N/A (the "RFP").
- C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2013.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$259,798 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly invoice.

C 2 0 1 1 - 1 5 3

COPY

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the City determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes the CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Blake Murillo, PE - Chief Executive Officer
Anissa Voyiatzes, PE - Vice President

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. **BUSINESS LICENSE**

The CONSULTANT must obtain a City business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform the CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from the CITY.

13. **CARE OF WORK**

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, including, without limitation those arising from the breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply to the extent of CONSULTANT's contributing negligence, recklessness, or willful misconduct even in the event of concurrent negligence on the part of CITY, the City council, each member thereof, present and future, or its officers, agents and employees. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the concurrent negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the CITY's share of responsibility. CONSULTANT will be entitled in the event of a determination of CITY's responsibility to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation reflecting the CITY's proportionate share of such expenses.

16. **NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. **INSURANCE**

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

(1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

(a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and

(b) Primary Property Damage of at least \$250,000 per occurrence; or

(c) Combined single limits of \$1,000,000 per occurrence.

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

(3) Professional liability insurance with limits of at least \$1,000,000 per occurrence.

- (4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONSULTANT agrees that the minimum limits of any insurance policies and/or performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
- (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT: PSOMAS
555 South Flower Street
Suite 4400
Los Angeles, CA 90071
Fax: (213) 223-1444

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONSULTANT without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. **INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. **SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. **ATTORNEY'S FEES**

Except as set forth in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

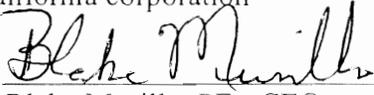
The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE,
a Municipal Corporation

PSOMAS
a California corporation

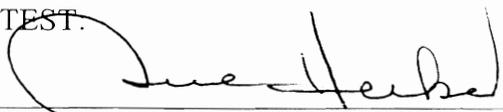


Frank Scotto, Mayor

By: 

Blake Murillo, PE - CEO

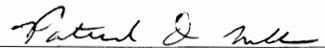
ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised...: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS

HAWTHORNE BOULEVARD REHABILITATION, T-45

Pacific Coast Highway to the south City limit

Project Description: Hawthorne Blvd is a principal north-south arterial for Torrance and the south bay region. The segment south of Pacific Coast Highway to the south City limit is owned/maintained by Torrance and carries 43,000 vehicles/day. It is a 6-lane roadway with a raised center median. The curb lanes primarily serve as parking lanes; however, during peak directional hours, parking is restricted to provide 3 travel lanes in each direction. The pavement in the project area is severely deteriorated and requires rehabilitation and/or overlay. Due to curb/gutter along the median and both sides of the roadway, an edge mill and overlay is not possible. Also, the City is not intending to remove the existing median curb or to raise its elevation. This project will provide for pavement rehabilitation, curb/gutter/sidewalk repairs and upgrades to curb ramps for ADA compliance. It also is desired to replace all faded signs, illuminated street name signs and upgrade some traffic signal equipment.

Design Schedule: January 2011 through June 2011

Construction Budget: \$1.17M, excludes management and inspection

Submittal Requirements: The City has prepared this scope of work and is requesting from your firm a proposal of services and a detailed fee estimate for the work. The proposal of services should include the methodology or process for completing each task. The detailed fee estimate should provide a cost for each element of the project using the format below.

The City will evaluate and choose the best qualified consultant on the basis of project understanding, qualifications of proposed team; ability to meet the project schedule and cost effectiveness. A submittal must include resumes/qualifications of proposed staff and subconsultants, proposal of services, fee estimate, firm's fee schedule and excluded services. You also may separately list services and associated costs that are not in the city's scope of work and might be needed to complete the design work. However, do not include them in the fee estimate.

	Project Manager	Engineer	Admin.	Consultant	Total
	\$105	\$80	\$45		
Task					
A	1	1	1		\$230
B	2	2	2		\$460
C				\$500	\$500
Total					\$1190

Sample Fee Estimate

Please submit two (2) copies of your proposal and fee estimate in a three ring binder to:

City of Torrance Public Works Dept., 20500 Madrona Ave, Torrance, CA 90503; ATTN: Mr. Craig Bilezerian. You may contact Mr. Bilezerian for questions either by telephone at (310) 618-3054 or via email at cbilezerian@torranceca.gov. Submittals must be received by 5:00 p.m. on Wednesday, November 17, 2010.

PROJECT SCOPE

I. Preliminary Design

A. Project Kick-Off Meeting

Consultant (Project Manager and relevant staff or subcontractors) will attend a kick-off meeting at the Public Works Department. Assume a maximum of 4 people for a meeting of approximately 1.5 hours in length. Consultant shall prepare a meeting agenda that would include:

- Lines of communication between the City and consultant
- Discuss the project requirements, scope of work and schedule
- Consultant's responsibilities for notifying and communicating with utility companies and other agencies involved in the project.
- Other related items

Within 2 working days following the meeting, Consultant shall prepare and distribute meeting minutes with any action items.

B. Research/Review of Available Data

Consultant will research and obtain all available data as a reference to prepare the preliminary and final PS&E. Data includes, but is not limited to, State, County, City, utility and other records/documents, existing street, storm drain, gas, sewer and water main improvement plans, topographic data maps, record drawings, wet and dry utility plans (to determine size and location), geotechnical reports, survey centerline and private property monument data and other pertinent information. Consultant will prepare a table summarizing the obtained data and submit a copy to the City and utility agencies. The Project Team will review this information prior to beginning surveys and preliminary design.

C. Site Evaluation

Perform a field inspection of Hawthorne Boulevard to:

- Verify record drawings and other data
- Identify areas of damage to existing AC pavement potentially needing localized repair.
- Identify damaged curb and gutter, cross-gutters, sidewalk/curb ramps and driveways to be replaced.
- Inventory all existing parkway signs and signs on traffic signal poles, including illuminated signs.
- Inventory all colored curb (RED, green, etc.) and pavement markings/stripping
- Create a photo log of key project areas.

Consultant should schedule a City representative to be present during the inspection(s) of the existing pavement and damaged curb and gutter, cross-gutters, sidewalk/curb ramps and driveways.

II. Preliminary Surveys, Studies & Coordination

A. Design Topographic Survey

Consultant or its subcontractor will perform the Design Topographic survey. The survey shall be in conformance with the State Land Surveyors Act and be performed under the direct supervision of a CA Registered Land Surveyor. Consultant shall use California State Plane Zone 5 (NAD 83) feet. Tasks include:

- 1 Establish horizontal and vertical survey and construction control for entire length of project.
- 2 Perform topographic survey, as required, and may include, but not be limited to:
 - 2.1 Cross section elevations taken at 50 ft. intervals. The sections will follow this format: property line/right-of-way, back of walk, top of curb, flow line, edge of gutter/pavement, grade breaks and/or quarter points, pavement delineation and legends (striping, STOP bars, etc.), finish surface at the centerline.
 - 2.2 Locate all existing improvements within the street right-of-way (i.e. above ground utilities, manholes, valve covers, utility vaults and covers, sign posts, signs and sign copy, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, parkway drains, etc).
 - 2.3 Reduce data to a form showing centerline stationing, offset from centerline, and elevation.
 - 2.4 Provide 0.5 ft contours.
 - 2.5 Approximately 5 centerline monuments are within the construction area. Consultant shall "tie out" all existing centerline monuments and all centerline ties and identify each in the design survey.
 - 2.6 Identify in the survey any other monuments, including those on tops of curbs, sidewalk or in the parkway.
- 3 Consultant will sign, date and submit all survey notes to the City within 15 working days after the completion of the survey. A pdf version is acceptable. The consultant shall include this information in the appendices of the project specifications as reference for the contractor.

Consultant shall provide traffic control as required during survey operations. Lane closures shall be in accordance with City of Torrance Standards, available at <http://www.torranceca.gov/13023.htm>

B. Utility Research and Notification

Research and obtain available existing utility records within the project limits. Compile a Utility Notification and Response Log in a table format and include dates of notification, persons/utility notified and responses from utility. Copies of this information will be provided to the City. Notifications will include:

- Initial Utility Information Request; All follow-up notifications for various plan submittals
- Prepare to Relocate Notice (if applicable)
- Notice to Relocate (if applicable)

Utilities to be notified will include, but are not limited to: Southern California Edison, Pacific Bell Telephone, Verizon, GTE, Southern California Gas, Time Warner Cable, Water, Sewer and Storm Drain districts.

Should no relocations be required, consultant shall obtain from each utility company a written confirmation as such prior to completing the design.

C. Utility Potholing

Consultant will provide a fixed \$25,000 allowance for utility potholing. Locations will be based on information received from utility investigations. Consultant will arrange for utilities to be marked prior to the design topographical survey. Pothole locations and depths will be marked on the pavement surface and will show both horizontal location and depth from surface to the utility. Compensation will be based on actual cost plus 7% markup, but may not exceed \$25,000. From the utility research and utility potholing, Consultant will compile and incorporate utility information on the roadway Base Sheets. Conflicts with existing utilities will be identified for resolution with the conflicting utility.

D. Utility Coordination

Consultant will coordinate with the utility agencies throughout the design phase and obtain utility "sign-offs". If the proposed improvements interfere with existing utilities, consultant will arrange for potholing by the utility. Otherwise, any needed potholing will be performed under the potholing allowance provided in this scope. If required, Consultant will obtain any permit that is required for construction of the project, from any agency or utility company.

E. Base Sheets

Consultant will prepare Base Sheets utilizing the design topographic survey, utility research data and existing street, storm drain, sewer and water main improvement plans. The Base Sheets will be utilized for the design of the street rehabilitation, signing and striping plans and traffic control. The base plans will be prepared at a 1"=40' scale.

Consultant shall data process all topography in AutoCAD (latest version). Line styles will be conventional. Text annotation will be stored in layers separate from the graphic elements. An AutoCAD file, layering, linestyle and color specification will be provided by the Consultant to the City, if requested. Locations of any property lines, centerlines or rights of ways shown on the topography shall be shown graphically from specified Datum.

The topographic file shall include the basis of horizontal and vertical control, North arrow, date of survey, Survey Crew Chief and supervising Licensed Land Surveyor review and sign off, notes and details.

F. Pavement Evaluation Review/Design

The City has a pavement evaluation/analysis report prepared using pavement corings. Consultant will review the report and discuss the recommended pavement rehabilitation alternatives with the City. This will include the following:

- Assess data and evaluate methods for rehabilitation.
- Prepare value engineering spreadsheet with cost breakdowns for up to 3 alternatives, including comparisons based on projected life.
- Discuss recommendations with City.
- After concurrence by the City, the final structural section(s) will be determined.

Optional Task: Provide supplemental ground-penetrating radar testing. This would assist in determining if there is an option to perform a full-width roadway grind (both directions) at a specified depth.

G. Traffic Index Calculation

If City determines a need, Consultant will be directed to perform 48-hour classification traffic counts for 2 locations along Hawthorne Blvd (1 between PCH and Newton St and 1 between Newton St and the south City limit. Only Tuesday/Wednesday or Wednesday/Thursday counts are permitted. Consultant will calculate 2 traffic indexes (TI) for each location, each based on a 20-year growth. Consultant shall use both the LA County and State of California methods to calculate a TI.

III Plans & Profiles

A. 60% & 90% Plan Submittal

All plan types will be in conformance with City of Torrance format, the latest applicable design/drafting standards and shall incorporate the City of Torrance Title blocks. The Public Works Department Title Block shall be used on all plan sheets.

Consultant will prepare and submit plans to the City and utility agencies at 60% and 90% completion. Plans shall be on 24" x 36" blacklined bond paper sheets, unless otherwise required for utility agencies. Consultant shall submit one (1) set of plans to the City for each submittal.

The following is a listing of plan sheets with corresponding scale to be used as determined by the City.

PLAN	SCALE
Title Sheet	Varies
Construction Notes and Details	1" = 10', Varies
Typical Cross Sections	Varies
Roadway Rehabilitation Plan and Profile	1" = 40' H; 1" = 4' V
Intersection Grid Details	1" = 10' H Grids at Lane Lines
Traffic Control & Staging Plans	1" = 40' H
Sign and Pavement Delineation Plans	1" = 40' H
Traffic Signal Modification Plans	1" = 20' H

Title Sheet will include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information, list of utility companies with contact name and telephone number, list of standard plans grouped by agency (i.e. APWA, City of Torrance, etc) and legend of symbols.

Construction Notes and Details will include a construction note index, and construction details. Multiple sheets may be required.

Typical Cross Sections will show right-of-way lines, dimensions between curbs, existing pavement surface and curb/gutter, existing roadbed, proposed improvements and grading/crossfall slope. Pavement cross falls should be kept at 2% optimal; however, cross falls may vary from 1% to 5% as needed for grade and to minimize reconstruction.

Construction notes related to proposed improvements shall be included on this sheet. Cross sections will be discussed with the City at the 30% and 60% submittal to identify potential problems.

Roadway Rehabilitation Plan and Profile will show all existing improvements, as shown on the Base sheets and all existing underground utilities (sewer, water, gas mains and associated laterals, storm drains, catch basins and laterals, manhole and valve covers, meter boxes etc). Proposed work will indicate limits of removals and replacements and cold planing limits, street overlay and rehabilitation areas, adjustment of manholes, vaults and valves to grade. Plans also shall indicate removal/replacement of curbs, gutters, sidewalks, access ramps, driveways, cross gutters, parkway/curb drains and protection of existing facilities. Consultant shall consider and determine the need and location for the preservation of existing control monumentation and the placement of new control monumentation. At a minimum, each sheet shall contain a north arrow, scale, match lines with station and sheet reference, plan and profile construction notes for all improvements on the sheet. Profile shall show existing tops of curb elevations with corresponding station and slope of curb between each grade break. For corner access ramps, provide station and elevation at BCR and ECR and label as "join existing." Elevations also should be provided at quarter points. Dimension the distance between each quarter point and the length of the curve.

Intersection Grid Details will be prepared at the following signalized intersections:

1. 242nd St
2. 244th St
3. Newton St
4. Via Valmonte
5. Rolling Hills Rd

Grids will be shown at 10-foot spacing and show existing and proposed elevations. These plans are primarily for control during paving operations and should show all existing improvements, underground utilities and surface culture on a larger scale. In order to avoid erroneous data, curb/gutter, sidewalk and improvements from other plan sheets should not be duplicated on these sheets.

Traffic Control & Staging Plans for Hawthorne Blvd and intersecting side streets should be designed in accordance with MUTCD 2003 California Supplement and Torrance Traffic Control Standard plans posted at <http://www.torranceca.gov/13023.htm>

Construction may require traffic control on Hawthorne Blvd, north of Pacific Coast Highway. Sheets with traffic control devices within the Caltrans right-of-way shall include a signature block for Caltrans District 7 and its permit number and include metric units for dimensions.

Note: Prior to beginning any work on traffic control plans, consultant shall meet with the City to discuss construction staging, minimum lane requirements, side street and driveway access and plan notes and legend. It is anticipated that the project will be constructed in stages and each stage will require traffic control plans. The work within each stage will may be partially restricted in the vicinity of the intersections to minimize the potential of traffic capacity reductions.

For the purposes of this proposal, the Consultant shall expect to prepare a total of 12 sheets for traffic control. One sheet for notes and typical sections; One for construction phasing and ten sheets for traffic control layouts. If fewer or more sheets are required, the compensation for this item will be adjusted accordingly.

Sign and Pavement Delineation Plans will be prepared for Hawthorne Blvd and intersecting streets within the proposed street improvement limits. The plans shall be segmented to minimize the number of plan sheets and prepared in accordance with City standards and design criteria and Caltrans "Traffic Manual" and Standard Plans and Specifications (latest edition). Plans will provide for at least 150 feet of transition for each leg of the intersecting streets.

Plans will show: all existing/proposed signs within the project limits, including those mounted on traffic signals, street light and utility poles; proposed signs; and proposed pavement delineation and pavement legends/arrows within the project limits. Consultant shall include those areas on intersecting side streets that are within the project limits. Centerline stationing shall be shown on the plans

Traffic Signal Modification Plans. This will be an optional item with a fixed allowance of \$25,000. If added to the contract, plans will be prepared as discussed below.

Plans will be prepared by referencing City record drawings (Consultant to obtain from Community Development Department) of the 4 traffic signals within the project limits. Consultant will field verify existing conditions (i.e. traffic signal poles, hardware, mast arm and pole-mounted signage, interconnect cable and control equipment). The 2 locations are:

- Hawthorne Blvd @ 244th St
- Hawthorne Blvd @ Newton St
- Hawthorne Blvd @ Via Valmonte
- Hawthorne Blvd @ Rolling Hills Rd

Anticipated improvements include: conversion from loop detection to video detection (either Econolite or Iteris); replacement of illuminated streetname signs; replace some signal poles; upgrade traffic signal equipment; change to pedestrian countdown displays

Consultant shall prepare a traffic signal modification plan for each signalized intersection according to the anticipated improvements. Each plan shall include a conductor schedule, pole schedule, phase diagram with detection speed, legend and notes and pole placement details for new poles.

B. Quantity Calculations and Cost Estimate

Consultant shall submit preliminary quantities and construction cost estimate at the 60% and 90% submittal. Unit prices will be based upon the most current cost information for a recent, similar project. The final quantity/cost estimate will be based on the final construction plans and submitted with the 100% submittal. Cost estimates shall not include contingency.

Note: The construction budget for this project is \$1.17M. The consultant shall compare its estimated construction costs for the 60% and 90% submittal to the available budget. If the consultant's estimated costs exceed the available budget, the consultant shall inform the City and provide recommendations for costs reduction.

C. Project Specifications

Consultant shall use the city's standard "boiler plate" Specifications and Special Provisions (Word 2003) to prepare the complete job-specific Construction Specifications and Appendices document and Bid schedule suitable for bidding.

D. 100% Submittal of Plans & Profiles, Specifications/Special Provisions, Quantities and Cost Estimate

The 100% submittal will include one (1) complete hardcopy set of all plans; MS Word document of the specifications/special provisions document; unbound hardcopy of Appendices and Standard plans; and MS Excel file of quantities/cost estimate. Minimal corrections may not be needed, but should be expected. Plans shall be on 24" x 36" blacklined bond paper sheets.

E. Final Submittal

Upon City approval of the 100% plans/profile submittal, consultant will submit a complete set of stamped/signed (CA Registered Civil Engineer) original plans on mylar and an unbound set of appendices/standard plans. The consultant also will submit an electronic copy of all final AutoCAD drawings (with x-refs and plot configuration files) on a CD-ROM and the specifications/special provisions and quantities/cost estimate via email in their corresponding MS Word or Excel format.

F. Caltrans Encroachment Permit Application for Hawthorne Blvd

Following the city's meeting on Traffic Control & Staging Plans, Consultant will prepare, on behalf of the City, a Standard Encroachment permit application with applicable plans for submittal to Caltrans District 7, 100 South Main St., Suite 100, Los Angeles, CA. The City should be exempt from a permit application fee.

G. Project Management & Meetings

Consultant will perform all project management services during the course of the project as required to complete its contract work (i.e. General Project Coordination, Preparation of Schedule, Quality Control, Progress Reporting, Subconsultant Management).

To ensure understanding of the contract objectives and coordination between the team, meetings between the City and Consultant will be held as follows: for each of the submittals (60% and 90%), one meeting prior to commencing the preparation of the traffic control and staging, and one additional meeting, as requested for a total of four meetings. Consultant shall have no more than 2 attendees per meeting. Project objectives, schedule and any other issues will be discussed and resolved or assigned for follow-up.

At the 60% and 90% meetings, consultant will bring one copy of any completed plans and estimate and an updated project schedule for submittal.

H. Survey Monument Preservation and Restoration

Approximately 5 centerline monuments are within the construction area. Consultant shall tie out centerline monuments and any impacted centerline ties prior to construction and prepare and file Corner Records with the County of Los Angeles and City of Torrance. After construction is complete, Consultant shall re-establish monuments removed by construction activities and file final Corner Records with the County of Los Angeles and City of Torrance.

I. Reimbursable Expenses

Consultant will provide a fixed \$5,000 allowance for reimbursable expenses. Compensation will be based only on actual costs (or cost plus 7% markup for outsourced work), but may not exceed \$5,000. This task is intended to budget for reimbursable expenses that are associated only with reprographics of plans and paper documents, postage and mileage when making submittals to the City and other agencies or utility companies. Costs to print documents, produce reprographics, postage, telephone, faxes

and mileage for consultant's internal review and/or coordination with satellite offices or subconsultants should be included in the fees for the various tasks.

J. Median Landscape Design

As an option, the City may decide to upgrade the median landscaping and irrigation and also parkway landscaping. Consequently, the consultant shall include a \$35,000 allowance for these services. The exact scope of work and fee will be determined at such time services are deemed a necessary add to the contract.

K. City Responsibilities

1. City will provide access to the site.
2. City will provide an electronic copy of its "boiler plate" specifications.
3. City will provide a copy of its records of centerline monuments/ties.
4. City will provide an electronic copy of the Public Works Department title block.
5. Pavement Evaluation Report
6. City will provide samples of various sheets from a recent street improvement
7. CEQA Documentation

EXHIBIT B
PROPOSAL



PSOMAS

Balancing the Natural and Built Environment

November 23, 2010

City of Torrance – Department of Public Works
Attn: Mr. Craig Bilezerian, Project Manager
20500 Madrona Avenue
Torrance, CA 90503

RE: PROPOSAL FOR HAWTHORNE BOULEVARD REHABILITATION, T-45

Dear Mr. Bilezerian:

Psomas is pleased to submit to the City of Torrance our proposal to provide design services for the subject project. We understand the City seeks an engineering consultant to provide services including, but not limited to, preliminary engineering, surveying, design, and the preparation of the plans, specifications and estimates (PS&E) package for the roadway rehabilitation of Hawthorne Boulevard.

The Psomas Team will be led by Project Manager, **Ken Berkman, PE**. Ken has outstanding organizational and leadership skills, and as a former City Engineer and Deputy Public Works Director, extensive experience working with Public Agency staff, City Councils, Commissions, and the general public. Ken's decade of experience in managing and delivering all phases of public works capital improvement projects and programs for Los Angeles County and cities, including major projects in compliance with Caltrans and Metro requirements, is perfectly suited for this project's scope of work. In addition to his public sector experience, Ken's years in the private sector have allowed him to develop an excellent and balanced approach to understanding a client's needs and the resources required to deliver projects on time and on budget, with a sharp focus on customer service. This unique combination of experience will ensure the schedule required for this project is met successfully and as smoothly as possible.

Anissa Voyiatzes, PE will serve as the Officer-in-Charge and the Quality Control/Quality Assurance Manager. She will provide overall leadership, and ensure Ken's team has all the resources needed to provide outstanding service to the City of Torrance.

Psomas is proud to partner with **LaBelle Marvin, Inc.** and **Lynn Capouya, Inc.** to potentially provide the optional services of Pavement Engineering and Landscape Architecture, respectively.

555 South Flower Street
Suite 4400
Los Angeles, CA 90071

P 213 223 1400
F 213 223 1444
www.psomas.com

Mr. Craig Bilezerian
Page 2 of 2
November 23, 2011

LaBelle Marvin is one of the premiere pavement engineering firms in Southern California, and has a tremendous track record of providing the same services required for Hawthorne Boulevard for almost every city in LA County. LCI brings a wealth of landscape architecture and design experience to the team. LCI has provided design services on a dozen of median projects in the past few years alone, including Valley Boulevard Medians we designed together for the City of Alhambra. Furthermore, we are all local firms that are in close proximity to City Hall and the project site, thus providing the cohesive, highly responsive team the City expects.

In addition to our key staff and outstanding team members, the following are differentiators that make Psomas uniquely qualified for the Hawthorne Boulevard Rehabilitation Project:

1. **Vast Experience with Similar Projects** – The Psomas Team has a proven track record of preparing PS&E packages and design services for a variety of Southern California agencies.
2. **Responsiveness** – With past lessons learned, we intend to not only meet but exceed your expectations. With our Team's offices surrounding Torrance this Psomas Team can provide unparalleled responsiveness to the City.
3. **Commitment to the Design Schedule** – In addition to having staff availability, and the management tools in place, our team has the thorough, in-depth understanding of the City of Torrance and Caltrans required to successfully deliver a quality design package to the City within the design schedule of January 2011 through June 2011.

Enclosed are two copies of our proposal, including the fee estimate. We are confident that you will find our team's experience and capabilities to be an excellent match to the needs of this project, and we stand ready to commence work immediately.

We appreciate your time and consideration, and look forward to your positive response. If you have any questions or need additional information, please feel free to contact me at 213.223.1460, or at ken.berkman@psomas.com.

Sincerely,

PSOMAS



Ken Berkman, PE
Senior Project Manager



Anissa Voyiatzes, PE
Vice President, Transportation & Public Work



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Project Understanding



North Portion of Roadway

The City of Torrance intends to retain a consultant engineer to prepare the plans, specifications, and estimates (PS&E) for Hawthorne Boulevard from Pacific Coast Highway to the southerly City limit. Psomas has compiled a team of dedicated and enthusiastic professionals for this project. The Psomas Team will develop the project from the preliminary design through approval of the PS&E package by integrating the functional and aesthetic considerations into a cohesive design that will achieve the project objective for pavement rehabilitation, street sign modifications, traffic signal modifications, and parkway improvements.



South Portion of Roadway

This portion of the roadway carries 43,000 vehicles per day and serves as a principal north-south arterial for Torrance and the South Bay region. Hawthorne Boulevard is a 6-lane, primarily commercial roadway with a raised median in this stretch; however, it could be considered two distinct roadways, divided at Newton Street. The northerly portion is a dense commercial zone with many businesses and a few restaurants lining the back of walk, while the southerly portion (towards Rolling Hills Estates) sees a dramatic change in terrain and has no sidewalk. The road slopes up and is bordered by either hillside or the rear yards of residential lots.



Pedestrian, No Sidewalk

Based on the date stamps evident in the field, the majority of the concrete curb, gutter, sidewalk, and roadway were constructed in the mid-1960's. The concrete improvements are showing signs of localized deterioration, including curb, gutter and sidewalk uplift. The ADA ramps are non-compliant and there are several locations along the sidewalks where there is no ADA pathway of travel.

KEY DESIGN ISSUES

This project has its unique challenges that must be addressed in design to ensure the project's goals are met. Key issues to be addressed by the design of the roadway and parkway improvements for Hawthorne Boulevard will include no less than the following:



Driveway with No ADA
Pathway of Travel

- The parkway north of Newton Street is heavily traveled by pedestrians visiting the businesses along the corridor. Having the opportunity to create a truly pedestrian-friendly parkway environment is an achievable goal. Developing a plan that addresses the ADA requirements within the parkway, at driveways, curb ramps, and adjacent properties will be accomplished by performing the field design analysis and providing the design details in the plans necessary to address each unique location.



Project Understanding



Driveway with No ADA
Pathway of Travel



Improvements Currently
Under Construction

- The importance of construction activity phasing and maintaining business assess cannot be overstated. In addition to the traffic control and staging design needed to minimize vehicular traffic impacts, we intend to address and mitigate the construction activity impacts to the neighboring communities and business patrons. We will include our Construction Management group in the design phase to insure that the final design provides the Contractor with the direction to build the improvements with the least amount of impact.
- Based on a review of the site, to minimize the removal and replacement of capital improvements, the final design will take into account recently constructed improvements, as well as those currently under design and construction.
- An initial review of the utilities that could be impacted by the project include:
 - Southern California Edison
 - Pacific Bell Telephone (AT&T)
 - Verizon
 - GTE
 - AT&T Transmission
 - Time Warner Cable
 - Southern California Gas Company
 - Chevron
 - Long Beach Gas and Oil
 - Long Beach Water Department
 - Southern California Gas Company

Adjustments to grade may be necessary, but the need for relocations is not anticipated. Nonetheless, Psomas will notify and coordinate with the utility companies during the design phase and will identify early in the design process if any relocations are needed and can be avoided with design modifications.

- There are numerous driveways within the project limits. Drivability, clearance and site distance must be addressed. The join condition for several driveways within the project limits are constrained by buildings adjacent to the back of walk and the edge of driveway. These conditions can pose significant issues in the field during construction if the design and detailing does not give the Contractor clear direction.



Project Understanding

We have modeled thousands of driveways to verify a smooth vehicular transition, minimal impact to the private property, and an ADA accessible pathway of travel within the public right-of-way that have been successfully constructed without issue. We model each driveway profile with a worst-case car profile to determine the ingress/egress drivability and ensure no vehicles are damaged.

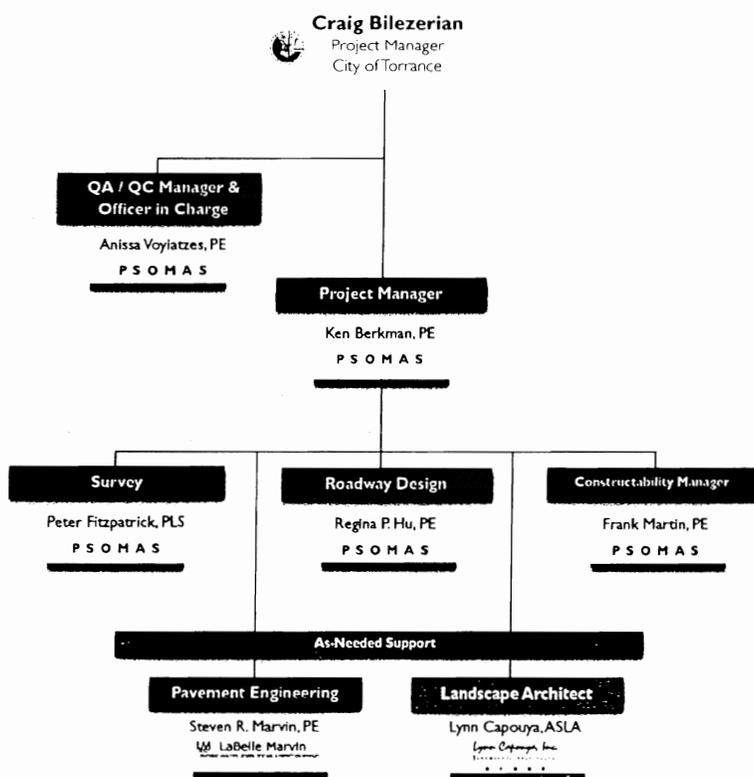
- Coordination with all stakeholders will be crucial to the project success. Psomas will determine early on what agencies and stakeholders will need to be included in the design process, meet with each one and ultimately obtain all required permits and approvals. Metro and neighbor Rolling Hills Estates will be included in this outreach and coordination effort.
- The raised medians south of Newton Street have an AC pavement cap. North of Newton Street, the raised medians are landscaped with mature pine trees infilled with AC pavement. If the City decides to improve the landscaping and irrigation system in the medians and the parkway, we are prepared to provide design services with Lynn Capouya, Inc. (LCI). We have worked with LCI for many years on similar projects and are confident that if the City chooses to include the landscaping optional services, LCI will develop a beautiful, sustainable, and cost effective design.



Project Approach

STAFFING PLAN

Psomas has assembled a multi-disciplined team of highly qualified professionals for the Hawthorn Boulevard Rehabilitation Project. The Psomas Team will be led by Project Manager, **Ken Berkman, PE**. Ken has outstanding organizational and leadership skills, and as a former City Engineer and Deputy Public Works Director, extensive experience working with Public Agency staff, City Councils, Commissions, and the general public. Ken's decade of experience in managing and delivering all phases of public works capital improvement projects and programs for Los Angeles County and cities, including major projects in compliance with Caltrans and Metro requirements, is perfectly suited for this project's scope of work. In addition to his public sector experience, Ken's years in the private sector have allowed him to develop an excellent and balanced approach to understanding a client's needs and the resources required to deliver projects on time and on budget, with a sharp focus on customer service. This unique combination of experience will ensure the schedule required for this project is met successfully and as smoothly as possible.



Anissa Voyiatzes, PE will serve as the Officer-in-Charge and the Quality Control/Quality Assurance Manager. She will provide overall leadership, and ensure Ken's team has all the resources needed to provide outstanding service to the City of Torrance.

Psomas is proud to partner with **LaBelle-Marvin, Inc.** and **Lynn Capouya, Inc.** to potentially provide the optional services of Pavement Engineering and Landscape Architecture, respectively. LaBelle-Marvin is one of the premiere pavement engineering firms in Southern California, and has a tremendous track record of providing the same services required for Hawthorne Boulevard for almost every city in LA County. LCI brings a wealth of landscape architecture and design experience to the team. LCI has provided design services on a dozen of median projects in the past few years alone.



RECORD OF ON-TIME PERFORMANCE ON SIMILAR PROJECTS

The delivery of the PS&E package for Hawthorne Boulevard is schedule sensitive. We are proud of our track record for providing deliverables on or ahead of schedule for our clients. We accomplish this via a multi-stepped approach that not only considers the project at hand, but also all other commitments made on other projects.

First, our Project Manager develops a draft project schedule that, in collaboration with the client, becomes the initial baseline schedule. The schedule includes anticipated milestones and projected staffing resource needs to meet the established milestones.

Second, our Project Manger conducts weekly Project Design Team meetings to meet with lead staff and reconcile staffing and resource needs for the following two weeks (affording a dynamic one week overlap). Though we are proud of our ability to “plan the work and work the plan”, there are times when circumstances require urgent, unexpected demands upon the project team. These weekly meetings provide the means for Psomas to strategize on ways to meet these demands for our clients early and often, before they have a chance to negatively affect the schedule.

Third, each month we create monthly projections for the subsequent month – all geared towards leveling out the peaks in the workload while concurrently updating a rolling, dynamic six-month projection of our existing and future work, including projects that we anticipate a reasonable likelihood of success.

These approaches, when taken collectively, provide the tools needed to maintain the project schedule and complete the Hawthorne Boulevard Project to your expectations, on time and within budget.

PROJECT MANAGEMENT

Psomas defines project management as a combination of administrative or management steps and procedures that can be taken to assure that the project scope objectives are met, on time and within budget. The elements of the project management effort can generally be identified as **communication, coordination, documentation and quality control**.

Communication

Communication starts with scope negotiation, a signed contract and a kickoff meeting and continues through construction document approval.

Kickoff / User Group Meeting

The kickoff portion of the meeting is used to introduce City staff and consultant team members, and to “redefine” the project in order



Project Approach

to ensure that everyone has the same understanding of what is to be achieved. During the meeting, those in attendance have the opportunity to introduce themselves, state their role in the project, identify their most important goal(s) on the project, and identify critical concerns or potential pitfalls.

We have found this process to be an effective method to assure the consultant team members are in tune with the client's real needs and objectives, and allow everyone to recognize the critical decisions and hurdles that will have to be addressed during the project.

The user group portion of the meeting will be held with the consultant and the City engineering, operations, and maintenance staff. The purpose is to brainstorm improvements to be implemented, solicit suggestions and input, and address any specific program issues.

Submittal Review / Progress Meeting

Following each agency submittal review period we will meet with the City to discuss the comments and resolve any ambiguity before proceeding with the construction document revisions. Psomas will prepare and distribute meeting agendas to the proposed attendees prior to the meeting. Meeting minutes will be taken and distributed after the meeting.

A progress meeting will be held, if necessary, to bring the City up to date on how the project is progressing as well as to discuss project concerns and schedule. Agendas and meeting minutes will be provided.

Project Tracking

Psomas recognizes the need for tracking project budgets along with progress in order to minimize the risk of overruns. Each week, our project manager reviews all charges to all tasks to ensure accuracy. Each month, our project manager receives project summary reports detailing hours charged and costs for that particular period and for the project to date. Our monthly invoices include hours and costs charged to the job for that month, and a summary that shows the amount spent to date and the budget remaining. They are accompanied by a Project Status Report that shows tasks worked on for the month, their percent complete, and critical items for the tasks that remain to be resolved.

Psomas uses project management software that tracks schedule and budget by task. After tasks are entered with dates and required hours to complete, a graph is generated that identifies if the project is on schedule and meeting budget. As a result, work schedule modifications can be made to keep the project on track.



Regular communication with City staff and other agencies is always a high priority for Psomas project managers to ensure no surprises occur on the project. To help the communication, if desired, Psomas will setup our Extranet/FTP website, **ProjectWeb**, to provide secure, constant access for City staff. Copies of plans, specifications, reports, calculations, meeting minutes, photographs, and other project materials can be posted and made accessible to the City and the design team.

Coordination

The project manager will coordinate the daily activities of the project team and keep the City informed of progress. We have found that the key to successful projects is maintaining open lines of communication with the client to progress, identify problems, assign priorities and receive feedback. This level of coordination, coupled with the submittal review meetings, helps avoid project problems and delays, and ensures that the project is on schedule and within budget. Psomas has used this management program with great success on all types and sizes of projects. Psomas has received numerous letters of commendation from satisfied clients attesting to the success of our project management program.



Effective Scheduling

It is said that there are three elements to every successful project: quality and meeting the project objectives; meeting the budget; and finishing the work on schedule. The schedule will be updated following the kickoff meeting and on a monthly basis. This will improve your project manager's reporting, help identify problems that may result from delays, and readily afford the opportunity for modifying the schedule, when deemed necessary.

Effective Documentation

We have developed and will continue to implement not less than the following communication tools:

- Written team and agency meeting agendas and minutes with your project management staff and other stakeholders.
- Establishment of **ProjectWeb**, where all information related to the project will be accessible by all staff associated with the project including all City departments, any stakeholder, and all subconsultants, if desired.



Project Approach

- Written scopes of work and fee resolution prior to the commencement of each design change order.
- All directions reduced to writing with distribution to the City and all team members.
- Written monthly status reports and associated “in person” briefings.
- Detailed monthly invoices broken down by task, staff hours and hourly rates.
- If requested, submittal of QA/QC check prints and comments with each submittal.
- Copies of all utility coordination letters and the utility coordination matrix will be sent to the City.

With these tools in place, Psomas can unequivocally state that the City staff will always know the status of each project task.

Quality Assurance/Quality Control (QA/QC)

Psomas has the responsibility for the accuracy and completeness of the maps, plans, reports, specifications and construction cost estimates under its scope of work and will meet that responsibility through the implementation of a quality assurance plan. Our program for QA/QC has been developed on the belief that “Nothing is more important than design quality.”

The QA/QC Plan will be implemented and maintained throughout the entire contract duration. This Plan will establish the necessary processes to accomplish the following:

- The design is undertaken in accordance with good engineering practices that address all required Standards and Design Guidelines;
- The plans and calculations submitted to the City and each jurisdiction are independently checked and back checked;
- A Document Control System is developed and maintained;
- Coordination is closely monitored.

Anissa Voyiatzes, PE, will be assigned as the QA/QC Manager. She will be responsible for developing the Quality Assurance Plan and for managing the independent peer review process of each submittal. As a Team Leader of the Transportation and Public Works Group, and with her 16 years of municipal civil engineering experience, Anissa has



Project Approach

the background and expertise to make sure all submittals are accurate, complete and in compliance with all the standards required on the Hawthorne Boulevard Project.

Psomas also intends to utilize our in-house Construction Management Group for design reviews. The CM Group will review the project's construction schedule and project plans and specifications for document completeness, compatibility between documents, clarity and constructability. These reviews will also provide possible suggestions to construction operations and sequences to make them more economical and efficient; identify possible items that may reduce potential construction claims; review construction staging sequences to promote a safe project environment for workers and the general public; as well as provide feedback on the proposed construction schedule and duration. At Psomas, we have found that this internal review from our Construction Management structures and roadway engineers is an expedient way to have an "outside" set of eyes expertly review the plans and specifications at critical stages of the design.

From top to bottom, the Psomas Team is set up to provide top quality products to the City.

REVISED SCOPE OF WORK
CITY OF TORRANCE
HAWTHORNE BOULEVARD REHABILITATION

May 10, 2011

Scope of work

The Psomas Team has reviewed and accepts the Scope of Work as outlined in the City's RFP. The following describes in more detail the scope tasks based upon our field review, discussions with City staff, and our knowledge and experience gained from similar projects.

II. Preliminary Survey, Studies and Coordination

A. Design Topographic Survey

Psomas intends to use the static laser scanner in order to develop 50-foot cross sections in-house. The laser scanner will enable us to scan the entire roadway and pedestrian walkways. By collecting a cloud of points at a specified interval compatible with this project's scope and needs will allow our field crew to stay out of the travel way for much of the project. Where traffic is especially heavy or at prolonged standstill (such as parked cars), we will employ traditional methods of data gathering to supplement the laser scanner.

The static scanner, however, will mitigate most of the danger factor of field personnel standing in the streets and dodging moving cars. Using this method of field survey we do not anticipate the need for any traffic control plans or lane closures.

Once the data (point cloud) is collected in the field, we will extract the data in the office using the scanner's accompanying software built-in extraction modules. Cross-sections can be cut at any given interval and a digital terrain model developed accordingly. Street cross sections will be developed at 50-foot intervals and a 10-foot grid developed at the street intersections.

Right of Way Services

Cadastral research will be conducted at the County of Los Angeles, Caltrans District 7, and the City of Torrance to obtain copies of any available record maps, including Assessors Maps, Tract Maps, Parcel Maps, Records of Survey and Centerline Ties.

The existing street centerlines and rights of way are the key frame of reference for centerline stationing, plotting existing utilities and establishing

a survey control plan. Psomas will locate key centerline monuments along Hawthorne Boulevard and calculate the record centerline and record right of way alignments of the same. The centerline and right of way will be established from a combination of found monuments, centerline ties, and record data.

The centerline and right of way data will be calculated and plotted into a digital basemap file. Streets and rights of way will be labeled with name and width, found monumentation and establishment notes. This file will be delivered to the design team in CADD format to be used as a backdrop on the design plans. If conflicting right-of-way width information between record cadastral maps and assessor maps exists, we will use the assessor map information as being the most current information.

B. Utility Research and Notification

Psomas will initiate the utility research and notification phase of the project by notifying the utility companies of the planned project and requesting information about their facilities, as well as any future projects anticipated within the project limits. Utility as-built and atlas information will be requested to determine the locations, sizes, and if possible, depths of their facilities. We will also coordinate with the City to obtain street improvement plans, which may contain utility information.

Psomas has developed a detailed Utility Notification Matrix (Notification and Response Log) that will be used to record the utility's information and to document the coordination. The Matrix will be kept up to date, and will be made available to the City.

Psomas will send out the first utility notice within five days of the notice to proceed. We will follow up with the utility companies that have not responded within the first two weeks. As soon as the 60% plans are complete, second notices will be sent which detail the potential conflicts. At that point, if necessary, Psomas will schedule field meetings with the affected agencies.

Our preliminary analysis has found the following utility companies within the project limits:

- Southern California Edison
- Pacific Bell Telephone (AT&T)
- Verizon
- GTE
- AT&T Transmission

- Time Warner Cable
- Southern California Gas Company
- Chevron
- Long Beach Gas and Oil
- Long Beach Water Department
- Southern California Gas Company

C. Utility Potholing

Survey for Utility Potholing

Psomas Surveying will work with the pothole subconsultant to layout and then locate selected utilities to be potholed. Budget and schedule is fixed at \$25,000 per the RFP, and includes labor and materials for Psomas survey field and office staff, as well as our pothole subconsultant.

Potholing may take place after the design survey task due to project schedule and base map development. Potholes will be pre-staked; however, at the same time as the site survey for cost efficiency.

D. Utility Coordination

Psomas has a distinguished track record of working with utility companies and ensuring their plans are completed on schedule and have the necessary approvals and agreements in place. In fact, Ken was the Utility Coordination task manager for Caltrans' I-405 HOV Widening Project between the Ventura and Santa Monica Freeways. This 10-mile design-build project, which is currently under construction, required a tremendous utility coordination effort involving many utility companies, including those that had major transmission/distribution trunk lines in conflict with the project.

While no utility relocations are anticipated for this project, but facilities will be impacted by the project improvements; and from our experience, the utility relocation process often becomes a critical path item. With diligent and comprehensive monitoring of the existing utilities, many conflicts and schedule delays can be averted. Critical to the development of the improvement documents, response and interaction with the utilities is key.

Meetings and plan reviews with the utilities will continue along the 60%, 90%, and Final plan submittal schedule until all necessary approvals and agreements are in place.

F. Pavement Evaluation Review/Design

Optional Task: Ground-Penetrating Radar Testing

The Psomas Team's Labelle-Marvin, Inc. will perform the Ground Penetrating Radar (GPR) testing. The intent of this investigation is to document the existing asphalt concrete pavement layer thicknesses. The investigation will utilize ground penetrating radar, scanned along the existing travel lanes in conjunction with the previous coring data Labelle-Marvin obtained in 2009 (Reference #36342). The presence of the existing pavement structure detected/encountered by GPR within the upper 2 feet will be mapped by depth and location. Psomas will commence the Pavement Evaluation work only after completing the GPR testing and receiving direction to proceed from the City.

Psomas will perform the Pavement Evaluation Review/Design services as outlined in the RFP. Our group has been preparing pavement rehabilitation construction documents consistently for the last 12 years. Pavement rehabilitation is one of our core design strengths, and value engineering the pavement recommendations is our specialty. For example, we were able to take the pavement rehabilitation findings and recommendations prepared by the County of Orange and perform a value engineering analysis that resulted in a \$300,000 construction cost savings for the City of Dana Point.

G. Traffic Index Calculations

Psomas will perform 48-hour classification traffic counts for two (2) locations along Hawthorne Boulevard (1 between PCH and Newton Street, and 1 between Newton Street and the south City limit.) Only Tuesday/Wednesday or Wednesday/Thursday will be used. Psomas will calculate two (2) traffic indexes (TI) for each location, and each will be based on a 20-year growth. Psomas will use both the LA County and the State of California methods to calculate the TI's.

III. Plans & Profiles

A. 60% and 90% Plan Submittal

We will prepare the plan set as outlined in the RFP. The following is the list of deliverables:

- Title Sheet (1 Sheet)
- Construction Notes and Details (2 sheets)
- Typical Cross Sections (1 Sheet)
- Roadway Rehabilitation Dual Panel, Plan Sheets Only Plans and Profiles (5 3 4 sheets)
- Intersection Grid Details (3 Sheets) – OPTIONAL TASK

- Traffic Control and Staging Plans, 1"=50' (~~12~~ 10 sheets)
- Sign and Pavement Delineation Plans (3 Sheets)
- Traffic Signal Modification Plans (4 sheets) – OPTIONAL TASK

B. Quantity Calculations and Cost Estimate

The Psomas Team will prepare construction cost estimates and quantity calculations at the ~~60%~~, 90% and Final submittal stages. The design team will utilize our CM Group's expertise to check all estimates and ensure the most current costs are incorporated into this project.

C. Project Specifications

The Specifications and Special Provisions therein are often the difference between a successfully constructed project, and a successfully constructed, long-lasting project that is delivered on time and within budget. Quality Specifications are also the means to provide a project that can be constructed with minimal headaches for City staff. Psomas is fully cognizant of the importance of the Specifications, and has prepared many in compliance with Greenbook standards.

The City will provide the boiler plan specifications. Psomas will prepare the special provisions including all referenced standards as an appendix. The specification will include direction for the survey monument restoration work to be performed by the contractor. The survey monument data will be provided as an appendix. Additionally, any forms and/or attachments from the other agencies will be included as an appendix.

F. Caltrans Encroachment Permit Application for Hawthorne Blvd

Following the meeting to discuss the Traffic Control and Staging Plans, we will prepare and submit the Standard Encroachment permit for work, or traffic control within the Caltrans right-of-way. This service will include the management, coordination and processing of the permit through District 7.

G. Project Management and Meetings

We will perform the Project Management and Meetings services as outlined in the RFP and the Approach section above.

The following meetings are anticipated:

- Kickoff Meeting
- Design Review Meetings (following 60% and 90% review) = Two (2)
- Site Evaluation Meeting
- Traffic Control and Staging Meeting
- Progress Meeting

H. Survey Monument Preservation

Street Centerline Monument Preservation

As noted in the RFP, there are approximately five (5) centerline monuments that will be impacted in the proposed construction zone. However, we believe that there are additional monuments marking the beginning and ending of curves within the project's limits. ~~If there are more needed we will discuss the extra cost with the City prior to performing the task. If there are more needed we will discuss the extra cost.~~ Therefore, this proposal assumes no more than ten (10) monuments will require to be tied out in preparation for future construction.

These tie outs will be made after the areas and the extent of impact are identified on the final construction plans. Psomas will use existing City tie notes to verify the position of the monuments. If no City tie notes exist, ties will be recorded and shown on a standard Corner Record form. If needed, the ties to the ~~five (5)~~ ten (10) centerline monuments will also be tied out for future preservation.

Upon completion of the tie outs and/or tie verification, Psomas will submit and file up to ~~five (5)~~ ten (10) Corner Records with the County Surveyor. If more or less monuments require tie out and eventual restoration, we will adjust the budget accordingly.

Street Centerline Monument Restoration

The Contractor will be responsible for the monument restoration. The survey monument data will be provided as an appendix to the specifications.

J. Median Landscape Design

Psomas understands that the City would like to assign Armstrong & Walker Landscape Architects for this project. Psomas will coordinate with Armstrong & Walker to incorporate the landscape improvements into the construction documents.

Exclusions:

1. The proposal does not include bid and construction phase services.
2. It is not within our scope of work to address drainage deficiencies. Street drainage deficiencies beyond the scope of the Fee Schedule's "III.L.9. Localized Drainage Deficiencies" will be covered under "Optional Services III.A. Drainage Deficiencies" allowance of \$6,000 on an as-needed basis.
3. Hydrology and Hydraulics analysis is not included.

Additional Services:

1. Northbound approaching Rolling Hills Rd: New striping to accommodate the addition of a 12-foot wide N/B right-turn lane onto E/B Rolling Hills Rd.
2. Not used.
3. Inventory and take pictures of all internally illuminated street name signs for traffic signals. All will be replaced. Addresses (provided by City) will be added to each sign. A detail for each sign will be placed on one of the plan sheets.
4. Traffic control plans shall be 1"=50' and should have, if possible, 3 roadway sections on each sheet. Psomas will gather information about roadway lanes and curb/gutter/median alignment and location of existing alleys and driveways all to a limit of 1,000 feet north and south of project limits to accurately show location of traffic control devices in advance of the work area. This will be performed for both Hawthorne Boulevard and Pacific Coast Highway
5. At driveways and alleys within the project limits, plans shall include remove/replace existing sidewalk, etc to install/modify improvements that are ADA-compliant. After completing the field walk and based on the direction of the City, Psomas will incorporate the improvements into the plans.
6. Psomas will inventory all existing traffic signal poles and identify possible upgrades.
7. All existing painted curbs (red or green, etc) shall be shown on the striping plans with a call-out to repaint with 2 coats. The length of each colored curb zone will be measured and shown on the striping plans.
8. Identifying all existing roadway signs and their location
9. Localized Drainage Improvements: Psomas will include the identification and mitigation of minor drainage issues. Localized ponding will be addressed in the road plans by requiring the removal and replacement of the portion of damaged curb, or curb and gutter, in an effort to re-establish the existing drainage pattern.



Ken Berkman, PE

Project Manager



Education

BS/Civil Engineering/University of Maryland, College Park

Registration

Professional Engineer/1995/California #53940

Affiliations

American Public Works Association (APWA)

Construction Management Association of America (CMAA)

Los Angeles City and County Engineers Association

Experience

With Psomas for one year; with other firms and agencies for 19 years

Background

Mr. Berkman is a Senior Project Manager and Registered Civil Engineer with 19 years of engineering experience, including a decade of managing public works capital improvement projects, and is a former City Engineer and Deputy Public Works Director. He is thoroughly versed in public works design and construction procedures, standards and specifications. His public works project experience covers the spectrum of an agency's needs; from roads to sewers, storm drains to streetlights and park facilities, he has managed their design and construction. He possesses thorough knowledge of the requirements for state and federally funded projects, and has always had excellent working relationships with Metro staff, as well as staff from Caltrans, Los Angeles County, and the Los Angeles County cities.

Relevant Project Experience

Duquesne Avenue Improvement Study, Culver City, CA: Project Manager currently leading a team in the preparation of a Project Study Report Equivalent (PSRE) and Call for Projects Application for the City of Culver City. Psomas is preparing all concept plans, the PSRE and the Call Application, as well as conducting community meetings with the City to determine the preferred alternative.

City of Lomita, Walnut Street Rehabilitation Project: Project Manager for the sidewalk and pavement rehabilitation project. The project included: Assistance with SRTS and ARRA funding process; pavement rehabilitation and analysis; major reconfiguration of Bland Place and Ebony Lane intersections based on pedestrian safety recommendations & traffic relief measures; curb ramp analysis and design; curb bulb out design; damaged curb, gutter, sidewalk rehabilitation; traffic study; utility coordination.

Caltrans District 7 On-Call Design Services, Los Angeles, CA: Task Manager responsible for leading a team of engineers in the development of Utility Plans for inclusion in the 35% design-build PS&E package for the I-405 Sepulveda Gap Closure HOV Widening Project. Subtasks included utility potholing and positive identification, research of utility information, field inspection/observation of potholing, preparing conflict matrices and coordinating efforts with all utility companies affected by the project.

Public Works Engineering, Culver City and Agoura Hills, CA: From September 1998 to June 2004, served Culver City as an Associate Engineer, Senior Civil Engineer, and Deputy Public Works Director, managed approximately \$2M/year in various Capital Improvement Projects; from June 2004 to March 2007, served Agoura Hills as the City Engineer, managing the most complex and controversial capital improvement projects, including major freeway interchanges, coordinated and chaired many community meetings, attended Council and other local government agency meetings, and coordinated project delivery with agencies such as Caltrans and Metro.



Anissa Voyiatzes, PE

QA/QC Manager & Officer in Charge



Education

BS/Civil Engineering/California State University, Chico

Registration

Professional Engineer/1997/California #57710

Affiliations

American Society of Civil Engineers
American Public Work Association
Women's Transportation Seminar
Society of Military Engineers

Experience

With Psomas for 12 years; with other firms for 4 years

Background

Ms. Voyiatzes has more than 16 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included streetscape projects, roadway widening projects, site grading, flood control facilities, drainage systems, public facilities, utility engineering, sewer and water systems, highways, local streets drainage structures, parking lots and retaining walls. She specializes in public works engineering.

Relevant Project Experience

City of Lomita, Walnut Street Rehabilitation Project: Officer-in-Charge for the sidewalk and pavement rehabilitation project. Psomas prepared the plans, specifications, and estimates bid package for this Safe Routes to Schools (SRTS)/ American Recovery and Reinvestment (ARRA) funded project. The project included: Assistance with SRTS and ARRA funding process; pavement rehabilitation and analysis; major reconfiguration of Bland Place and Ebony Lane intersections based on pedestrian safety recommendations & traffic relief measures; curb ramp analysis and design; curb bulb out design; damaged curb, gutter, sidewalk rehabilitation; traffic study; utility coordination.

Crenshaw Boulevard Rehabilitation, City of Torrance, CA: Officer-in-Charge for Psomas' contract to provide engineering, surveying and traffic engineering for rehabilitation of Crenshaw Boulevard from 182nd St. to 190th St, including I-405 on/off-ramps, and from Maricopa Street to Sepulveda Blvd. The project includes design and implementation of a much needed pavement rehabilitation, and the replacement and determination of capacity improvements along Crenshaw Blvd.

Coast Highway Road Rehabilitation Project, Dana Point, CA: Project Manager. The project involved the rehabilitation of 3 miles of existing roadway on Coast Highway in the City of Dana Point from PCH to Camino Capistrano. Major design elements included, developing and implementing roadway rehabilitation strategies including full reconstruction sections, designing new surface and subsurface drainage structures to handle various local drainage concerns and deficiencies, reconstructing all non-compliant ADA road features, signing and striping, traffic control and the most notable design element was the design and implementation of a 2 mile long Class 1 bike trail during the construction phase.

San Fernando Road Widening, Sylmar, CA, 2010: Project Manager for the engineering services for the Pre-Design Report associated with the roadway widening of San Fernando Road at Balboa Road to construct a right turn lane for eastbound traffic. The design included roadway widening, a 12 foot retaining wall, traffic signal modifications, signing and striping, sidewalk and curb ramp parkway improvements to meet ADA requirements, right-of-way investigations, environmental impacts review, and a full failure analysis.



Regina P. Hu, PE
Project Engineer



Education

*MS/Civil Engineering/Stanford
BS/Civil Engineering/University of California, Irvine*

Affiliations

*American Society of Civil Engineers
Tau Beta Pi Engineering Honor Society
Chi Epsilon Civil Engineering Honor Society
Women in Transportation Seminar*

Registrations

Professional Engineer/2004/California #66318

Experience

With Psomas for 7 years; with other firms for 3 years

Background

Ms. Hu has ten years of experience in civil and structural engineering design including the design of roadways, highways, bridges, sewer and water systems, drainage structures, and retaining walls. Her experience includes preparation of plans, specifications, estimates, and feasibility studies for projects of the public sector. Prior to joining Psomas, Ms. Hu's focus was on railway and bridge design in Northern California.

Relevant Project Experience

San Fernando Road Widening at Balboa, Los Angeles, CA: As Project Engineer, Ms. Hu is responsible for the concept design to widen eastbound San Fernando Road for a right turn lane onto southbound Balboa Road to improve traffic flow and reduce congestion, in preparation for a Pre-Design Report for the City of Los Angeles. PS&E phase to follow based on feasibility of a retaining wall and R/W acquisition.

I-405 Sepulveda Pass Widening Project, Los Angeles, CA: As Design Engineer, Ms. Hu performed conceptual design and cost feasibility for a value engineering effort for Psomas as a subconsultant to the HNTB-Kiewit design-build team, which was responsible for providing a new northbound HOV lane from I-10 to the Sepulveda Pass. Psomas participated in a value engineering study to avoid a 96" Metropolitan Water District pipeline by preparing conceptual plans to evaluate realignment onto the Getty Center property.

North Spring Street Viaduct Widening, Los Angeles, CA: As Design Engineer, Ms. Hu is responsible for preparing a conceptual alternative design for the City of Los Angeles to widen the southern portion of North Spring Street Viaduct to accommodate a striped median and bike lanes in both directions.

Rosecrans Avenue Widening, City of Manhattan Beach, CA: Project Engineer for a one block widening on Rosecrans Avenue. Her engineering design services included: sidewalk, pavement section, ADA ramps, traffic modifications, and private conforms to existing businesses. Ms. Hu also assisted with the coordination effort for several utility companies and private property owners within the widening limits to include undergrounding of SCE power lines.



Peter Fitzpatrick, PLS

Survey



Education

BA/University of California, Santa Barbara, California

Diploma/Denver Institute of Technology, Denver, Colorado

Affiliations

California Land Surveyors Association (CLSA)

CLSA –President, Orange County Chapter

CLSA – State Board Representative (OC Chapter)

Registrations

Professional Land Surveyor/1993/
California #6777

Experience

With Psomas for 16 years; with other firms for 9 years

Background

Mr. Fitzpatrick has over 25 years of professional land surveying experience, with a degree in advanced surveying and mapping. He has years of hands-on experience performing a multitude of survey, mapping, and design projects including planimetric and topographic surveys, boundary and right-of-way mapping, land descriptions, and deed analysis. As a Project Manager for Psomas, Mr. Fitzpatrick is responsible for the planning, coordination, and management of ALTA, design and as-built, architectural, utility, topographic, subdivision mapping, and right-of-way surveys.

Relevant Project Experience

Crenshaw Boulevard Rehabilitation, City of Torrance, CA: In support of the Psomas' Transportation Engineering Group, Peter was the Project Manager to provide a detailed topographic and right of way survey of Crenshaw Boulevard, between 182nd and 190th Streets, as well as the I-405 on and off ramps between Sepulveda and Maricopa. In anticipation of future street rehabilitation and widening, Psomas also tied out all monuments determined to be in harms way and filed the appropriate records with Los Angeles County.

Legal Descriptions for Proposed Sports Park, City of Lake Forest, CA: Psomas was contracted with the City of Lake Forest in January of 2009 to perform grading and drainage studies of the proposed sports park. Peter was in charge of providing Legal exhibits and descriptions were prepared showing the park boundary and the environmentally protected areas (County parcels) that would be swapped between the City of Lake Forest and County of Orange. Services included defining the City of Lake Forest parcels that would swapped with the County.

State Route 22, Utility Mapping, Orange County, CA: Senior Project Surveyor to coordinate and perform the design surveys and sub-surface utility mapping for the future widening of a 12.5-mile segment of State Route 22, which will require widening and modification of over 30 bridges, on-ramps, and overpasses. Provided detailed topographic mapping and boundary surveys, located geotechnical borings, mapped existing utilities by radio detection and surface-visible location, and assisted consultants with the mapping of potholed utilities. Post-construction monuments set and Record of Surveys filed were completed in 2010.

Foothill Transportation Corridor, Orange County/San Diego County, CA: Responsibilities included the calculation and conversion of record deed and right-of-way information from standard U.S. survey foot dimensioning into grid metric dimensions. Using the new conversion, the legal description was written, designed, and drafted for corresponding exhibits for the right-of-way take, as this portion of the FTC passed through privately held lands.



Frank Martin, PE

Constructability Manager



Education

BS/California Polytechnic State University, San Luis Obispo

Registrations

Professional Engineer/1994/California #52555

Experience

With Psomas for 8 years; with other firms for 11 years

Background

Mr. Frank Martin is a registered civil engineer with 19 years of experience providing construction management, planning, design, and contract administration services. His experience includes the development of project specifications and construction manuals, review of contract documentation, training of in-house and consultant staff, evaluations of existing bridge structures within California, and coordination of local agencies with the Caltrans Engineering Service Center. He has performed reviews of submitted SWPPP plans, falsework and shoring drawings, traffic control plans, prestressing plans, and numerous other project related submittals. Frank has been responsible for the supervision and direction of material testing and sampling personnel, survey crews, project engineers, and field construction inspectors. During his career, Frank has performed the duties of Senior Bridge Engineer, Resident Engineer, Assistant Resident Engineer, Structure Representative, Assistant Structure Representative, and Field Inspector.

Relevant Project Experience

Donner Rehabilitation Constructability Review, Interstate 80, Placer County, CA: Served as Constraints Manager for the estimated \$200 million Interstate 80 Rehabilitation Project over Donner Summit. Duties included the review and matrix development of more than 300 pages of contract special provisions and numerous environmental permits to assist the constructability team in the creation of a working Critical Path Method (CPM) schedule. Prime responsibility was the accumulation of physical, environmental, traffic, and specified construction constraints in order to identify locations or items of work that cannot be completed as currently developed.

Lewis Stein Project, Elk Grove, CA: Resident Engineer responsible for conducting the quality control reviews of the contract documents. The project was a new roadway extension consisting of two lanes, shoulders, pedestrian facilities, and multi-use trail. The project extends the existing Lewis Stein Road from the north, over two waterways, connecting to Big Horn Drive, to the south. The roadway extension will provide a landscaped median, a landscaped street planter, and a covered equestrian fence over the waterways. The major challenge on this project was incorporating the concepts of the previous plans while providing revisions for an improved project.

Peer Review of Caltrans Bridges, Lincoln, CA: Currently performing a full review of the Caltrans Structure Maintenance and Investigations' produced reports for the City of Lincoln. A special emphasis is being placed on scour evaluations, slope erosion, and work recommendations.



Organizational Chart



Craig Bilezerian
Project Manager
City of Torrance

**QA / QC Manager &
Officer in Charge**

Anissa Voyiatzes, PE
PSOMAS

Project Manager

Ken Berkman, PE
PSOMAS

Survey

Peter Fitzpatrick, PLS
PSOMAS

Roadway Design

Regina P. Hu, PE
PSOMAS

Constructability Manager

Frank Martin, PE
PSOMAS

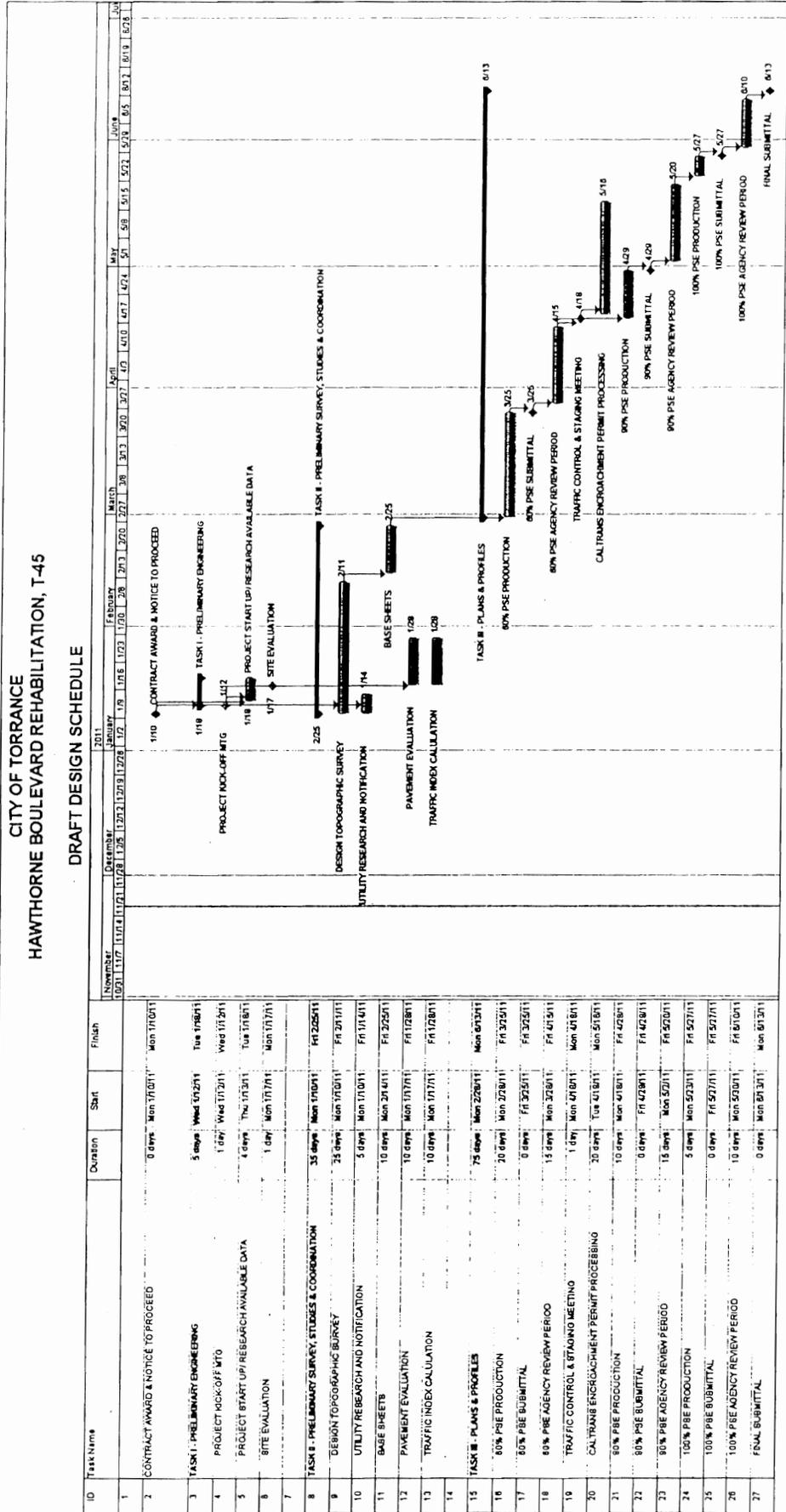
As-Needed Support

Pavement Engineering

Steven R. Marvin, PE
LM LaBelle Marvin
PRUGMENT ANALYSIS, DESIGN, TESTING, & INSPECTION SERVICES

Landscape Architect

Lynn Capouya, ASLA
Lynn Capouya, Inc.
LANDSCAPE ARCHITECT



CITY OF TORRANCE
Hawthorne Boulevard Rehabilitation
Fee Schedule
November 23, 2010
REVISED May 10, 2011

Description Consultant Services	\$175	\$170	\$140	\$108	\$75	Total Hours	Direct Labor Subtotal	Pomats Survey	DIRECT COST	Total Cost
I. Preliminary Design										
A. Project Kick-Off Meeting		3	2			7	\$ 940		\$ -	\$ 940
B. Research/Review of Available Data (Coordination with the City only)		4	1	4		9	\$ 872		\$ -	\$ 872
C. Site Evaluation		4	4			8	\$ 1,560		\$ -	\$ 1,560
		7	7	4	10	33	\$ 3,352		\$ -	\$ 3,352
Preliminary Design Phase Subtotal										
		See Survey Fee Schedule for detail hours					\$ -	\$ 40,403	\$ -	\$ 40,403
II. Preliminary Survey, Studies and Coordination										
A. Design Topographic Survey		1	2	6	4	13	\$ 1,398		\$ -	\$ 1,398
B. Utility Research and Notification		8	8			16	\$ 25,000		\$ -	\$ 25,000
C. Utility Pot-holing (Fixed Allowance)		2	6	32		40	\$ 2,780		\$ -	\$ 2,780
D. Utility Coordination		6	12			18	\$ 4,811		\$ -	\$ 4,811
E. Base Sheets		4				4	\$ 2,850		\$ -	\$ 2,850
F. Pavement Evaluation Review/Design		4				4	\$ 3,488		\$ 400	\$ 3,888
G. Ground Penetrating Radar (Performed by L&Belle-Marvyn) @ 7% Markup		21	28	64	10	124	\$ 15,327	\$ 40,403	\$ 400	\$ 88,502
G. Traffic Index Calculation										
Preliminary Survey, Studies and Coordination Phase Subtotal										
		See Survey Fee Schedule for detail hours					\$ -	\$ -	\$ -	\$ -
III. Plans & Profiles										
A. 60% and 90% Plan Submittal	12					12	\$ 2,100		\$ -	\$ 2,100
Title Sheet (1 Sheet)		2	10	20.5	6	38.5	\$ 928		\$ -	\$ 928
Construction Notes and Details (2 sheets)		2	4	18		24	\$ 3,954		\$ -	\$ 3,954
Typical Cross Sections (1 Sheet)		6	20	46		72	\$ 2,844		\$ -	\$ 2,844
Roadway Rehabilitation Plan Only, Dual Panel (4 sheets)		10	22	104		136	\$ 8,788		\$ -	\$ 8,788
Traffic Control and Staging Plans 1"=50' (10 sheets)		4	10	32		46	\$ 16,012		\$ -	\$ 16,012
Sign and Pavement Delineation Plans (3 Sheets)		2	4	8	20	34	\$ 5,536		\$ -	\$ 5,536
Quantity Calculations and Cost Estimate (90% only)		2	16	32	6	56	\$ 4,535		\$ -	\$ 4,535
B. Project Specifications		2	4	4	4	16	\$ 8,150		\$ -	\$ 8,150
C. 100% Submittal of PSE		4	4	12	4	24	\$ 3,186		\$ -	\$ 3,186
D. Final Submittal		4	4	4	4	16	\$ 1,412		\$ -	\$ 1,412
E. Caltrans Encroachment Permit Application for Hawthorne Blvd		4	12			16	\$ 2,360		\$ -	\$ 2,360
F. Project Management and Meetings		38	20		8	66	\$ 9,860	\$ 15,009	\$ -	\$ 24,869
G. Street Centerline Preservation (10 Monuments)		4	4			8	\$ 15,009		\$ -	\$ 15,009
H. Reimbursable Expenses (Fixed Allowance)		4				4	\$ 700		\$ -	\$ 700
I. ADDITIONAL SERVICES REQUESTED (APRIL 6TH 2011 SCOPING MEETING)										
1. Striping Modification at Rolling Hills - Add right-turn lane										
2. not used										
3. Illuminated Streetlight Inventory / Replacement										
4. Traffic Control Base: Add 1000 feet to base maps (north and south, Hawthorne and PCH)										
5. ADA Upgrade Improvements (Driveways/alleyways/sidewalks)										
6. Existing Traffic Signal Inventory / Recommendations										
7. Painted Curb Inventory / Modifications, if needed										
8. Existing Street Sign Inventory										
9. Localized Drainage Improvements										
		97	156	307	27	587	\$ 77,307	\$ 15,009	\$ -	\$ 92,316
Plans & Profiles Phase Subtotal										
		23	125	191	375	47	\$ 95,986	\$ 55,412	\$ 400	\$ 189,170
PROJECT TOTAL =										
		3%	16%	25%	49%	6%				
STAFF UTILIZATION =										
Optional Services -										
III.A. Traffic Signal Modification Plans (4 sheets) - (Fixed Allowance)							\$ -		\$ -	\$ 19,000
III.A. Intersection Grid Details (3 Sheets)		2	10	36		48	\$ 5,628		\$ -	\$ 5,628
III.A. Drainage Details (Fixed Allowance)							\$ -		\$ -	\$ 6,000
J. Median Landscape Design - (Fixed Allowance)							\$ -		\$ -	\$ 40,000
PROJECT TOTAL =										
= FIXED ALLOWANCE ITEMS										
Hours shown in bold above have been revised from the original proposal										
TOTAL INCLUDING OPTIONAL SERVICES = \$ 259,798										

SURVEYING AND MAPPING SERVICES
 City of Torrance
 Hawthorne Boulevard Rehabilitation Project
 November 16th, 2010 Revised April 14, 2011

PSOMAS

WORK BREAKDOWN STRUCTURE (WBS) DESCRIPTION	PROFESSIONAL & TECHNICAL CLASSIFICATIONS						TOTALS	
	2-PERSON FIELD CREW	FIELD SUPERVISOR	SURVEY TECH/ CAD DRAFTER	PROJECT SURVEYOR	PROJECT MANAGER	QA/QC OVERSIGHT	TOTAL MAN HOURS	TOTAL DOLLARS
Project Control								
Kickoff & Control Research				4	1		5	\$775.00
Field Survey to establish survey control	8	1		1	2	1	13	\$2,771.00
Reduce, adjust & process survey data				8	1	1	10	\$1,585.00
Sub-Total	8	1		13	4	2	28	\$5,131.00
Cross Section Survey -Scanning and Traditional								
Field survey cross sections at 50-foot intervals - 4300'	40	5		2	4	2	53	\$11,725.00
Reduce, adjust & process survey data, scanner extraction			48	4	4	8	64	\$8,740.00
Produce CADD drawing with survey data, DTM			16				16	\$1,920.00
Sub-Total	40	5	64	6	8	10	133	\$22,385.00
Utility & Improvement Survey								
Field survey surface features & indications of utilities	8	1		4	2	1	12	\$2,621.00
Reduce, adjust & process survey data				4	2	1	7	\$1,160.00
Produce CADD drawing with survey data			9				9	\$1,080.00
Sub-Total	8	1	9	4	4	2	28	\$4,861.00
Right of Way Services								
Perform cadastral research			8		1		9	\$1,135.00
Field survey to locate existing monuments along Crenshaw Blvd	8	1			2		11	\$2,411.00
Reduce field data and calculate record C/L of Crenshaw Blvd				16	2		18	\$2,750.00
Annotate Centerline Information			8		2	2	12	\$1,730.00
Sub-Total	8	1	16	16	7	2	50	\$8,026.00
Sub Totals using 50' Intervals:	64	8	89	39	23	16	239	\$40,403.00
Street Centerline Preservation (10 Monuments)								
Monument Tie Outs	32	4					36	\$8,244.00
Drafting and Submittal of Corner Records			40	4	3	4	51	\$6,765.00
Sub-Total	32	4	40	4	3	4	87	\$15,009.00
Grand Totals:	96	12	129	43	26	20	326	\$55,412.00



PSOMAS

Transportation & Public Works

Fee Schedule

Effective January 1, 2011 – December 31, 2011

CLASSIFICATION	RATE (\$)
Principal-in-Charge	\$160 - \$190
Senior Project Manager	\$150 - \$180
Project Manager	\$145 - \$180
Project Engineer	\$125 - \$155
Staff Engineer	\$ 90 - \$130
CAD Designer	\$ 85 - \$115
Engineering Intern	\$ 45 - \$ 60
Administrative Assistant/Analyst	\$ 60 - \$ 85

Expert Witness Testimony – two times normal rate

Hourly rates include direct labor, overhead, fringe benefits and fee.

NOTE: RATES ARE SUBJECT TO CHANGE AFTER DECEMBER 31, 2011

REIMBURSABLE EXPENSES

Mileage for field travel is charged at .500/mile and parking expenses incurred by office employees are charged at cost. Prints, messenger service, subsistence and other direct expenses will be charged at cost plus ten percent. The services of outside consultants or contractors will be charged at cost plus fifteen percent.

SPECIAL EQUIPMENT

Standard computer and technology costs are incorporated into the hourly rates shown above.

Survey and other specialty equipment will be charged at a per unit per day rate.



Walnut Street Rehabilitation Project

City of Lomita, California

Project Dates

2009 - present

Project Team

Anissa Voyiatzes, PE
Regina Hu, PE

Owner/Client

City of Lomita
24300 Narbonne Avenue
Lomita, CA 90717

Contact

Mr. Neil Miller
Interim Public Works Director
310.325.7110

Psomas is providing engineering design services for the Walnut Street rehabilitation project between Pacific Coast Highway and 253rd Street for the City of Lomita. Psomas prepared the plans, specifications, and estimates bid package for this Safe Routes to Schools (SRTS)/American Recovery and Reinvestment (ARRA) funded project.

The project consisted of the following major features:

- ▶ Assistance with SRTS and ARRA funding process
- ▶ Pavement Rehabilitation & Analysis
- ▶ Major reconfiguration of Bland Place and Ebony Lane intersections based on pedestrian safety recommendations & traffic relief measures
- ▶ Public outreach to middle school, local residents, Los Angeles Unified School District, City's Public Works & Community Services Departments
- ▶ Curb Ramp Analysis & design
- ▶ Damaged curb, gutter, sidewalk rehabilitation
- ▶ Water mainline design
- ▶ Utility Coordination





Rancho Parkway Gap Closure

Lake Forest, California

Project Dates

2009 - 2011

Project Team

Anissa Voyiatzes, PE
Regina Hu, PE
Nancy Boyer, PE

Owner/Client

City of Lake Forest
23161 Lake Center Drive
Suite 100
Lake Forest, CA 92630

Contact

Robert Woodings
Director of Public Works
949.461.3481

Psomas led a multi-discipline consultant team for the preparation of a Basis of Design Report (BDR) and final plans, specifications and estimates for the Rancho Parkway Gap Closure in the City of Lake Forest. The purpose of the BDR is to present the existing conditions along with background information to clearly identify the design criteria for the Rancho Parkway Improvement Project. This report defines the proposed project and denotes any alternatives. The alternatives are presented as a discussion point and direction will be obtained prior to continuing with the development of the plans for the Rancho Parkway project. The report contained delineation of design criteria, related adjacent development project impacts, project assumptions, and preliminary estimate of cost, geotechnical discussions, drainage analysis, utility impacts, traffic studies, and landscaping.

The plans specifications and estimates are prepared to provide a biddable constructible project which implements a vital component for the City's circulation element.

The following services were provided on this project:

- ▶ Planning
- ▶ Survey
- ▶ Design Engineering
- ▶ Right-of-Way Preparation
- ▶ Utility Coordination



Rosecrans Avenue Widening Project

City of Manhattan Beach, California

Project Dates

2009 - present
(Design Phase)

Project Team

Anissa Voyiatzes, PE
Regina Hu, PE
Mark Verrengia, PE, LEED AP
Jesse Kaltenberg, EIT, LEED AP

Owner/Client

City of Manhattan Beach
Department of Public Works
1400 Highland Avenue
City of Manhattan Beach, CA 90266

Contact

Mr. Steve Finton
City Engineer
310.802.5352

Mr. Michael A Guerrero
Principal Civil Engineer
310.802.5355

Psomas provided engineering services for the Rosecrans Avenue Widening Project. Psomas took the lead for the coordination of appurtenant activities in the preparation of preliminary and final design for the subject project.

Psomas prepared Plans, Specifications and Engineers Estimate (PS&E) for the widening of Rosecrans Avenue from Redondo Avenue to Manhattan Gateway on the south side of the road only, including the southeast corner of Manhattan Gateway (approximately 450 feet). This work included adjacent street reconstruction for the join with existing improvements, sidewalk construction, utility coordination, and ADA compliant handicap ramps.



The project consisted of the following major features:

- ▶ Road Widening
- ▶ Utility Potholing
- ▶ Storm Drain Design
- ▶ Intersection Grading
- ▶ Existing Traffic Signing & Striping Modifications

The project was delivered on budget and on-time. Psomas design team was able to eliminating utility conflicts by working closely with utility company such as Southern California Edison.



Pacific Coast Highway Traffic Congestion Relief Project

Dana Point, California

Project Dates

2006 - 2009

Project Team

Anissa Voyiatzes, PE
Regina Hu, PE

Owner/Client

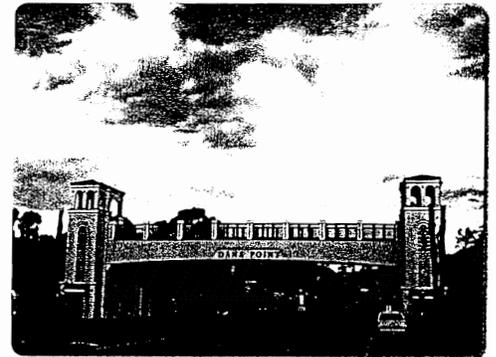
City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629

Contact

Matthew Sinacori
Deputy City Engineer
949-248-3500

Psomas provided engineering services to prepare the PS&E package for the widening of Pacific Coast Highway from the San Juan Creek Bridge to Crystal Lantern. The widening added an extra lane in both directions, turning a four-lane facility into a six-lane facility. The project also required environmental documentation in compliance with CEQA and NEPA; widening the roadway to six lanes; and coordination with Caltrans and obtaining an encroachment permit. The design of off-site improvements to enhance the public right-of-way included the construction of a pedestrian bridge over PCH and improvements within Doheny Park State Beach to provide pedestrian access from the beach to the bridge; preparation of the construction traffic control plan, including detour plans for the full roadway closures; design of all pedestrian pathways to comply with current ADA standards; design of street lights and major traffic signal modifications; design of the Class II Bike Lanes; design of drainage structures; and preparation of a Storm Water Management Plan.

The project met and exceeded its goal of reducing traffic congestion due to heavy pedestrian traffic and resulted in an iconic “gateway” to the City.





San Fernando Road Widening at Balboa Road

Sylmar, California

Project Dates

2010 - in progress

Project Team

Anissa Voyatzes, PE
Regina Hu, PE

Owner/Client

City of Los Angeles
Department of Public Works
Bureau of Engineering
1149 South Broadway Street
Suite 810
Los Angeles, CA 90015

Contact

Mark Chmieloweic, PE
213-485-4518

The Bureau of Engineering obtained Psomas to provide engineering services for the Pre-Design Report associated with the roadway widening of San Fernando Road at Balboa Road to construct a right turn lane for eastbound traffic.

The project goal is to reduce traffic congestions and delays at the intersection. The project alternatives developed for the Pre-Design Report are meant to successfully balance the proposed hillside retaining wall and drainage issues while dealing with utility conflicts, the challenges of the vertical transitions and the Agency coordination, all while developing a design to meet the needs of local, delivery and emergency vehicular traffic, landfill truck traffic, cyclists and pedestrians.

The design includes roadway widening, a 12-foot retaining wall, traffic signal modifications, signing and striping, parkway improvements to meet ADA requirements, right-of-way investigations, environmental impacts review, and a full failure analysis.





Avenue S Widening Phase II

Palmdale, California

Project Dates

2010 - in progress

Project Team

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Owner/Client

City of Palmdale
Public Works Department
38250 Sierra Highway
Palmdale, CA 93550

Contact

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Project Manager
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Psomas has organized a multi-disciplinary team of planning, design and environmental professionals to prepare the Project Report Equivalent (PRE) evaluation of Avenue S between 30th Street East and 45th Street East. The project objectives are to widen a heavily used arterial highway and provide raised medians, upgraded ADA accessible pedestrian sidewalk and ramps, and construct a Class I Bike Path. These objectives also necessitated relocation of overhead and surface utilities, drainage system enhancements, new and reconstructed signalized intersections, and associated signage, striping, lighting and landscaping/irrigation.

Property acquisition was necessary, so the report needed to address the impacted properties and associated costs.

In addition to the PRE, Psomas prepared the environmental documents. The ultimate success of the project depends not only on resolution of alignment, profile, drainage, signals and signage/striping and lighting/landscaping, but an equally professional approach to a meaningful public outreach, communication/coordination program that addresses local accessibility, any and all environmental constraints, water quality issues, and is responsive to the concerns of impacted citizens, adjacent property owners, and local businesses. The environmental process required compliance with both state and federal requirements; CEQA and NEPA respectively.



FIRST AMENDMENT TO AGREEMENT (C2011-153)

This First Amendment to Agreement (C2011-153) is made and entered into as of _____, 2011, by and between the CITY OF TORRANCE ("CITY"), a municipal corporation, and Psomas, a California corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONSULTANT entered into an Agreement as of August 16, 2011, whereby CONSULTANT agreed to perform engineering design services for the Hawthorne Boulevard Rehabilitation, T-45 (Pacific Coast Highway to the south City limit).
- B. CITY wishes to add additional design services to design the Maple Avenue at Sepulveda Boulevard (N47) project. CONSULTANT has submitted its proposal and estimate in accordance with a Scope of Services/Fee Proposal dated July 18, 2011. The additional work will cost an additional \$44,907.
- C. CITY wishes to increase the Agreement sum from \$259,798, to \$304,705, an increase of \$44,907, to complete the additional services.

AGREEMENT:

1. Paragraph 1, entitled "Services To Be Performed By Consultant," is amended to read in its entirety as follows:

"1. **SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT will provide the services and install those materials listed in CONSULTANT'S Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A to the Agreement. A copy of the Proposal in response to the RFP is attached as Exhibit B to the Agreement.

CONSULTANT will provide additional design services to design the Maple Avenue at Sepulveda Boulevard (N47) project. CONSULTANT's Scope of Services/Fee Proposal for the Maple Avenue at Sepulveda Boulevard (N47) project is attached as Exhibit C.

2. Paragraph 3, subparagraph A, entitled "CONSULTANT's Fee," is amended to read in its entirety as follows:

"3. **COMPENSATION**

A. CONSULTANT'S Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B and Scope of Services/Fee Proposal attached as Exhibit C, provided,

however, that in no event will the total amount of money paid the CONSULTANT, for services contemplated by this Agreement, exceed the sum of \$304,705 (“Agreement Sum”), unless otherwise first approved in writing by CITY.”

- 3. In all other respects, the Agreement entered into as of August 16, 2011, between CITY and CONSULTANT is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE,
A municipal corporation

Psomas
a California corporation

By _____
Frank Scotto, Mayor

By _____
Blake Murillo, PE - CEO

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____

Exhibit C

SCOPE OF SERVICES/FEE PROPOSAL

This section relates to the additional services required for design of the
Maple Avenue @ Sepulveda Boulevard (N47) project

SCOPE OF WORK
CITY OF TORRANCE
MAPLE AVENUE TURN POCKET WIDENING
July 18, 2011

Scope of work

The City of Torrance would like to retain the Psomas Team to prepare the survey and civil design services to provide a right turn lane on southbound Maple Avenue at Sepulveda Boulevard. The addition of the right turn lane will require widening of the roadway and a reconfiguration of the curb return. The widening will be 2' and will be provided along the entire length of the new right turn lane on the west side of the roadway.

The existing roadway curb to curb width is 64', and the right-of-way is 84'. The new roadway section would be 66' from curb face to curb face with the new lane widths as follows: the north bound number one lane will be 10', and the number two lane adjacent to the curb 14', the southbound left turn pocket will be 10', the two thru lanes will be 10', and the new right turn lane will be 12'.

The new turn pocket length will be from 150 to 250' and will be determined using the Citywide Traffic Study prepared by RFP, dated June 3, 2008.

The new pavement section will be 6" asphaltic concrete over 8" base material based on the City's recommendations. This will be compared to the existing pavement section obtained from the street as-builts.

The following describes the scope of work tasks based upon our field review, discussions with City staff, and our knowledge and experience gained from similar projects.

I. Preliminary Design

A. Project Kick-off Meeting

The project kick-off meeting will be held with the City in conjunction with the Hawthorne Boulevard Rehabilitation project.

B. Research/Review Available Data

Psomas will research and obtain all available data as a reference to prepare the PS&E construction document package. Data includes, but is not limited to, State, County, City, utility and other records/documents, existing street, storm drain, gas, sewer and water main improvement plans, topographic data maps, record drawings, wet and dry utility plans (to determine size and

location), geotechnical reports, survey centerline and private property monument data and other pertinent information. Psomas will prepare a table summarizing the obtained data and submit a copy to the City and utility agencies. The Psomas Team will review this information prior to beginning surveys and preliminary design.

C. Site Evaluation

Psomas will perform a field inspection of Maple Avenue at Sepulveda Boulevard to verify record drawings and evaluate the impacts to the roadway and parkway created by the roadway widening improvements. Site evaluation will be scheduled to have a City representative present.

II. Preliminary Survey, Studies and Coordination

A. Design Topographic and Boundary Survey

Design Survey work for the street improvement plans.

- 1) Full street cross-sections of Maple Avenue at an interval of 25' from a line 50' southerly of the southerly curb line of Sepulveda Boulevard to 500' northerly of the northerly curb face of Sepulveda. This will include the easterly top of curb of Maple, then going westerly, the flow line, edge of gutter, ¼ point, crown, ¼ point, edge of gutter, flow line, top of curb, back of walk, and all grade breaks 35' westerly of the westerly back of walk. All visible improvements will be located within the area mentioned. Storm drain manholes and catch basin inverts will be measured. Striping will also be located.
- 2) Full street cross-sections of Sepulveda Boulevard at an interval of 25' starting at a line 50 feet easterly of the easterly curb line of Maple Avenue to 150' westerly of the westerly curb line of Maple Avenue. This will include the southerly top of curb of Sepulveda, then going northerly, the flow line, edge of gutter, ¼ point(s), crown, ¼ point(s), edge of gutter, flow line, top of curb, back of walk, and all grade breaks 35' northerly of the northerly back of walk. All visible improvements will be located within the area mentioned. Storm drain manholes and catch basin inverts will be measured. Striping will also be located.
- 3) The horizontal alignment of the curb lines, traffic striping and planimetric features will be located within Sepulveda Boulevard from a line 50 feet easterly of the easterly curb line of Maple Avenue to 150' easterly of the easterly curb line of Maple.

- 4) The horizontal alignment of the curb lines, traffic striping and planimetric features will be located within Maple Avenue from a line 50 feet southerly of the southerly curb line of Sepulveda Boulevard to 150' southerly of the Southerly curb line of Sepulveda.
- 5) A DTM will be created for the portions described in 1 and 2 above.
- 6) Right of way will be plotted based upon adjacent record maps. Horizontal datum will be California, Zone 5 State Plane Coordinates. Vertical datum will be the City of Torrance or the County of Los Angeles (whichever is available in the project vicinity).

Final delivery will consist of a signed and sealed digital file (pdf) of the survey at a scale of 1" = 20' with a contour interval of 1' of the areas listed above, a digital file of the design survey, DTM and right of way in AutoCAD, following current Psomas CAD standards.

Survey Services Exclusions:

- A. Title Company fees, if any, for documents or reports.
- B. Plotting of cross-sections.
- C. Preliminary staking or monumentation of the boundary, preparation of a Record of Survey and associated checking and recording fees.
- D. Design survey of the property other than those items specifically noted above.
- E. Preparation of any separate instrument dedications, legal descriptions or exhibits other than those noted above.

B. Utility Research, Notification and Coordination

Psomas will initiate the utility research and notification phase of the project by notifying the utility companies of the planned project and requesting information about their facilities, as well as any future projects anticipated within the project limits. Utility as-built and atlas information will be requested to determine the locations, sizes, and if possible, depths of their facilities. We will also coordinate with the City to obtain street improvement plans, which may contain utility information.

Psomas has developed a detailed Utility Notification Matrix (Notification and Response Log) that will be used to record the utility's information and to document the coordination. The Matrix will be kept up to date, and will be made available to the City.

Psomas will send out the first utility notice within five days of the notice to proceed. We will follow up with the utility companies that have not

responded within the first two weeks. As soon as the 60% plans are complete, second notices will be sent which detail the potential conflicts. At that point, if necessary, Psomas will schedule field meetings with the affected agencies.

It is anticipated that the widening of the roadway will require the relocation of a fire hydrant and two (2) traffic signal poles.

To void potential project delays due to relocations outreach, coordination, meetings and plan reviews with the utilities will continue along the 60%, 90%, and Final plan submittal schedule until all necessary approvals and agreements are in place.

C. Base Sheets

Psomas will prepare the base sheets using the topographic survey; the utility research data and as-builts; roadway, water, sewer, storm drain as-builts.

Psomas will prepare all base maps including the topographic survey and boundary survey in AutoCAD. Upon request, Psomas will provide the City with the AutoCAD file, layering, line style and color specification. Locations of any property lines, centerlines or rights of ways shown on the topography shall be shown graphically from specified Datum.

The topographic file will include the basis of horizontal and vertical control, North arrow, date of survey, Survey Crew Chief and supervising Licensed Land Surveyor review and sign off, notes and details.

D. Utility Potholing

It is anticipated that the widening of the roadway will require the relocation of the fire hydrant and two (2) traffic signal poles. Potholing for the relocation of these utilities is included. Four (4) potholes are included.

III. Plans & Profiles

A. 60%, 90% and Final Plan Submittal

All plan types will be in conformance with City of Torrance format, the latest applicable design/drafting standards and shall incorporate the City of Torrance Title blocks. The Public Works Department Title Block shall be used on all plan sheets.

Psomas will prepare and submit plans to the City and utility agencies at 60% and 90% completion. Plans shall be on 24" x 36" blacklined bond paper sheets, unless otherwise required for utility agencies. Psomas will submit

one (1) set of plans to the City for each submittal. The following is the list of deliverables:

- Title Sheet
- Roadway Widening Plan and Profile (1 sheet. NOTE: this sheet to include all construction notes, details, partial roadway grid detail at the curb return quadrant, and typical cross sections)
- (OPTIONAL ITEM) Traffic Control and Staging Plans, 1"=50' (2 sheets)
- Sign and Pavement Delineation Plans (1 Sheet)
- Traffic Signal Modification Plans (1 sheet)

Per the City's directions all civil design information is to be shown on one (1) sheet. If more sheets are needed, Psomas will obtain approval for the additional services before proceeding with the design.

B. Quantity Calculations and Cost Estimate

The Psomas Team will prepare construction cost estimates and quantity calculations at the 90% and Final submittal stages. The design team will utilize our CM Group's expertise to check all estimates and ensure the most current costs are incorporated into this project. Psomas will also provide the bid schedule to the City.

C. Project Management and Meetings

The following meetings are anticipated and provided for in their applicable tasks and herein:

- Kickoff Meeting (with Hawthorne Blvd. kickoff meeting)
- Utility Relocation Coordination Meeting = one (1)
- Traffic Signal Coordination Meeting (Edison) = one (1)
- Design Review Meetings (following 60% and 90% review) = Two (2)
- Site Evaluation Meeting

D. Survey Monument Preservation

Street Centerline Monument Preservation

The centerline monument (1) at the existing curb return will be impacted in the proposed construction zone. The tie out will be made after the area and the extent of impact are identified on the final construction plans. Psomas will use existing City tie notes to verify the position of the monuments. If no City tie notes exist, ties will be recorded and shown on a standard Corner Record form.

Upon completion of the tie outs and/or tie verification, Psomas will submit and file up one (1) Corner Records with the County Surveyor. If more monuments require tie out and eventual restoration, we will adjust the budget accordingly.

Street Centerline Monument Restoration

The Contractor will be responsible for the monument restoration. The survey monument data will be provided to the City.

Assumptions/Exclusions:

1. Two utility relocations are anticipated; the two traffic signal poles and the fire hydrant. The fire hydrant location design will consist of showing the proposed and relocated position of the fire hydrant on the civil plans and referencing City Standard Plan T-705 for the work to be done.
2. Traffic Signal Modification Plan is for the northwest corner only.
3. Plats and legal descriptions to acquire ROW for the widening are not included; however, additional ROW is not anticipated to be required as the Preserve adjacent to the work area is City owned.
4. The proposal does not include bid and construction phase services.
5. It is not within our scope of work to address existing drainage deficiencies.
6. Hydrology and Hydraulics analysis is not included.
7. The proposal does not include design cross section as a deliverable. Typical section(s) are included.
8. The proposal does not include traffic engineering with the exception of the traffic signal plan needed for the signal relocation.
9. The proposal does not include water quality plans.
10. The proposal does not include geotechnical engineering or landscape architecture services.

