

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

Members of the Council:

SUBJECT: Public Works Second Amendment to Consulting Services Agreement C2005-036 with RBF Consulting, Inc. for the Sepulveda Boulevard Rehabilitation and Water Main Replacement, T-48/I-89. Expenditure: \$56,000

RECOMMENDATION

The Public Works Director recommends that the City Council approve a Second Amendment to Consulting Services Agreement C2005-036 with RBF Consulting, Inc. that extends the term until December 31, 2007 and provides for additional design services in the amount of \$56,000 for the Sepulveda Blvd Rehabilitation and Water Main Replacement Project (Hawthorne Blvd to west City limit), T-48/I-89.

Funding

Funds are available from I-89 Water funds (\$18,150) and from T-48 General funds (\$37,850).

BACKGROUND

On March 1, 2005 Your Honorable Body approved a Consulting Services Agreement (C2005-036) in the amount of \$254,455 with RBF Consulting, Inc. for the design of the Sepulveda Blvd Rehabilitation and Water Main Replacement Project (Hawthorne Blvd to west City limit), T-48/I-89 ("T-48/I-89 Project"). Improvements include the installation of a 12-inch water main, pavement reconstruction and overlay; replacement of displaced concrete curb, gutter and sidewalk and traffic capacity enhancements at Hawthorne Blvd, Anza Ave and at Palos Verdes Blvd.

In December 2005, Your Honorable Body approved a First Amendment to the Agreement that extended the term until December 31, 2006. The amount of the Agreement did not change.

Additional Services for Water Main Improvements

Design of the street rehabilitation and traffic capacity enhancements is complete and ready to be advertised for bid upon completion of the water main design. The water main design is substantially complete; however, there have been some unanticipated conflicts between existing underground utilities and the preferred location of the proposed 12-inch water main. The utility conflicts were not anticipated when preparing the scope of work and funds were not included in the original Agreement to make design modifications. To eliminate the utility conflicts, it is required to make adjustments to the alignment of the water main and to modify some of the details on the plans. Although no additional plan sheets are required, the additional

design modifications are considered additional work and, as such, require an amendment to increase the amount of the Agreement.

Additional Services for Traffic Signal Improvements

Del Amo Mills LP Development has contributed \$350,000 for the design and construction of a traffic signal improvement at the intersection of Sepulveda Blvd at Hawthorne Blvd. The improvement would provide for the installation of a traffic signal that would eliminate the "STOP" signs on the frontage road along Hawthorne Blvd that control the movement of northbound traffic on Hawthorne Blvd when turning eastbound onto Sepulveda Blvd. The new traffic signal will work in conjunction with the existing traffic signal at the intersection and improve traffic circulation by reducing vehicle delays.

It is recommended that the design of the traffic signal improvements be incorporated into the T-48/I-89 Project because the intersection of Sepulveda Blvd and Hawthorne Blvd is within the project limits. It is further recommended that the design of the traffic signal improvements be added to the Consulting Services Agreement (C2005-036) with RBF Consulting, Inc., due to their familiarity with the project, cost effectiveness and ability to complete the work in a timely manner.

ANALYSIS

The recommended Amendment (Attachment A) with RBF Consulting, Inc. will provide for the required design modifications to the water main plans (\$18,150) and the additional services needed to design the traffic signal improvements (\$37,850). The design modifications to the water main plans will be completed in August 2006 and the project will immediately be advertised for bid so that construction may commence in fall 2006. It will require several months to design the traffic signal improvements and to obtain a permit from the State of California, as they own and maintain the existing traffic signal at the intersection. The traffic signal improvements can be separately advertised for bid at a later date, and the construction will be coordinated with the T-48/I-89 Project.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Craig Bilezerian
Project Manager

CONCUR:


LeRoy J. Jackson
City Manager


Robert J. Beste
Public Works Director

Attachments: A. Second Amendment
B. First Amendment
C. Consulting Services Agreement C2005-036

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement C2005-036 is made and entered into as of _____, 2006, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and RBF Consulting, a California Corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONSULTANT entered into an Agreement on March 1, 2005, whereby CONSULTANT agreed to provide the services listed in the Scope of Services attached as Exhibit A to the original agreement. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- B. CITY approved an Amendment to the Agreement on December 15, 2005, whereby CITY extended the Agreement term from the Effective Date through December 31, 2006 to allow adequate time to complete the survey portion of work.
- C. CITY wishes to include additional design work in the Agreement so that CONSULTANT will revise plans, specifications and estimate for water main work in Sepulveda Blvd and prepare plans, specifications and an estimate for traffic signal improvements at the intersection of Sepulveda Blvd and Hawthorne Blvd in accordance with the proposal dated July 25, 2006 attached as Exhibit B-1. The additional work will cost an additional \$56,000.
- D. CITY wishes to increase the Agreement sum from \$254,455, to \$310,455 an increase of \$56,000, to complete the additional work.
- E. CITY wishes to extend the Agreement term from the Effective Date through December 31, 2007 to complete additional design services and to allow adequate time to complete the survey portion of work. The survey work cannot be performed until after construction is completed in fall 2007.

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 listed in the Scope of Services attached as Exhibit A and those additional services set forth in attachment B-1. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner."

2. Paragraph 2, entitled "TERM" is amended to read in its entirety as follows:

"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 December 31, 2007."

3. 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 the Scope of Services/Fee Proposal attached as Exhibit B-1, 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 \$310,455 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

4. In all other respects, the Agreement entered into as of March 1, 2005 and the First Amendment entered into as of December 15, 2005, between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

RBF Consulting
a California Corporation

By _____
Frank Scotto, Mayor

By _____
Gary L. Miller
Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____
Heather K. Whitham, Deputy City Attorney



City of Torrance
Public Works Department

WORK ORDER REQUEST

WORK ORDER NO. 01 (WO.01)

DATE:	July 25, 2006	JOB NUMBER:	10-104086
TO:	City of Torrance Public Works Department 20500 Madrona Ave Torrance, CA 90503	FROM:	RBF Consulting Transportation/Public Works 14725 Alton Parkway Irvine, CA 92618-2069
ATTN:	Craig Bilezerian	CONTACT:	Gary Miller
TELEPHONE:	(310) 618-3054	TELEPHONE:	(949) 855-3605
FAX:	(310) 781-6902	FAX:	(949) 837-8007
E-MAIL:	cbilezerian@torrnet.com	E-MAIL:	gmillier@rbf.com

THIS WORK ORDER ("Work Order") is entered into by and between the City of Torrance ("City") and RBF Consulting ("Consultant"), and modifies that certain Master Agreement dated March 1, 2005 (the "Agreement"), by and between the parties as follows:

The work contained in Work Order No. 1 has been requested by the City to update the Water Main Replacement, I-89 improvement plans per City's Water Department directions and comments on the 100% submittal. Work Order No. 1 also involves providing an additional traffic signal on Sepulveda Boulevard at Hawthorne Boulevard.

TASK 1 UPDATE WATER MAIN IMPROVEMENT PLANS

Additional work is required for updating the Water Main Replacement, I-89 improvement plans, such as; field verification, adjust water line alignment, modify profiles at all water line crossings, adjust lateral locations, and provide vault/pump station connection details.

Product: Water main improvement plans for Sepulveda Boulevard (11 Sheets).

TASK 2 TRAFFIC SIGNAL MODIFICATION AT HAWTHORNE BOULEVARD

Task 2.1 Intersection Conceptual Drawing

RBF will prepare one (1) conceptual drawing for the intersection of Sepulveda Boulevard at Hawthorne Boulevard that depicts the existing intersection geometry, traffic signal and the proposed changes to the signal. Additional information that will be shown on the concept drawing will include am AM and PM peak hour volumes for each left, through and right turn movement. Peak hour turning movement volumes will be provided by the City of Torrance. Other information that will be shown on the drawing will include existing and proposed phase-sequence diagrams. The drawing size will be 24"x36" and will be prepared at a scale of 1"=20'.

The purpose of the conceptual drawing is to facilitate discussion with Caltrans, highlighting the proposed improvements and benefits, with the goal of reducing the plan review process for the project.

Product: One (1) conceptual drawing for the intersection of Sepulveda Boulevard and Hawthorne Boulevard.



Task 2.2 Data Collection and Survey of Existing Conditions

RBF will utilize all existing reference documentation from the previous Sepulveda Boulevard project, including improvement plans (street, traffic signal, and signing/stripping), aerial photographs, right-of-way information and other applicable data.

RBF engineers will field review the project intersection and street segments. RBF will also verify location of pedestrian ramps, pavement markings and intersection signing and striping. Existing lane geometrics will be collected at the intersection.

Field notes and a photo log of the intersection signing and striping and pedestrian ramps will be maintained. Photos of utility equipment, fences, walls, sidewalks, driveways or any other constraints that may interfere with the proposed improvements at the intersection will be maintained.

Upon completion of the above items, RBF will identify any potential constraints that may be encountered in relation to proposed improvements.

Product: Anticipated design and/or construction issues

Task 2.3 Utility Notification and Coordination

Utility notifications to the various utility owners within the sphere of the Project will be prepared. RBF will request locations for existing and proposed underground and overhead utilities, including high-risk utilities. Provide coordination interface to establish controls for utilities that would be included within the right-of-way limits, and identify existing underground and overhead utility lines that may interfere with the location of the proposed traffic signal equipment. The utility information provided by the agencies will be delineated on the plans based on their record drawings and our field review.

RBF will compile the utility information in a matrix format to include dates of notification, persons/utility notified and responses from utility. Copies of this information will be updated periodically and provided to the City of Torrance. Notifications will be sent to the utility agencies after each submittal to the City.

Product: Utility Notification and Coordination

Task 2.4 Traffic Signal and Intersection Lighting Modification Plan

RBF will prepare a traffic signal and intersection lighting modification plan for the signalization of the northbound right turn at the intersection of Sepulveda Boulevard at Hawthorne Boulevard.

- If required, installation of new ADA pedestrian ramps will be shown on plan view only without design elevations.

The traffic signal and intersection lighting modification will be prepared at 1"=20' scale in accordance with standards set forth by the City of Torrance and Caltrans. The base drawings will be based on roadway, utility, and signing/stripping record drawings and our field visits. The base drawings will show curb, gutter, sidewalk, curb ramps, driveways, bus pads, utilities, existing and proposed striping, trees over four feet in height, signs, pavement markings, centerline and right-of-way line.

The plans will be prepared in AutoCAD. The traffic signal and intersection lighting modification plan will be submitted to the City of Torrance and Caltrans for review and approval.

Product: Traffic signal and intersection lighting modification plan for the intersection of Sepulveda Boulevard and Hawthorne Boulevard (1 Sheet).

Task 2.5 Intersection Signing and Striping Plan

RBF will prepare a signing and striping plan for the intersection of Sepulveda Boulevard at Hawthorne Boulevard to



reflect the removal of the existing stop signs and markings and the installation of any additional signing and striping improvements related to the traffic signal modification. The plan will be prepared in accordance with standards set forth by the City of Torrance, 2003 Manual of Uniform Traffic Control Devices (MUTCD), 2003 MUTCD California Supplement and Caltrans Standard Plans and Specifications.

The signing and striping plan will be prepared at 1"=40' scale. The plan will be prepared in AutoCAD. The signing and striping plan will be submitted to the City of Torrance and Caltrans for review and approval.

Product: Signing and striping plan for the intersection of Sepulveda Boulevard and Hawthorne Boulevard (1 Sheet).

Task 2.6 Stage Construction/Traffic Handling Plan

RBF will prepare Stage Construction/Traffic Handling plans for the proposed signalization of the northbound right turn at the intersection of Sepulveda Boulevard at Hawthorne Boulevard. The plans will be prepared for the installation of the proposed signal equipment and detection.

The Stage Construction/Traffic Handling plans will utilize accepted methods of lane closure delineation, signage and barricading. Specific work areas will be protected based on the construction phase, type of work and construction equipment required within the work area. The plans will be designed to maximize lane usage for all traffic movements, maintain pedestrian access routes, and provide a workable area. The plans will be prepared at a 1"=40' scale.

RBF will meet with the City of Torrance and Caltrans staff to discuss the proposed construction staging, minimum lane requirements, vehicle/pedestrian restrictions, driveway restrictions, lane closures, construction work hours, construction work area required, and potential constraints that may affect the proposed improvements.

The Stage Construction/Traffic Handling plans will be prepared based on the requirements set forth in the 2003 Manual on Uniform Traffic Control Devices (MUTCD), the 2003 MUTCD California Supplement, and the City of Torrance and Caltrans 2006 Standard Plans and Specifications.

Based on the proposed improvements, it is estimated that three (3) plan sheets will be required.

Product: Stage Construction/Traffic Handling Plans (3 Sheets).

Task 2.7 Technical Specifications, Construction Quantity Take-offs and Engineer's Construction Cost Estimates

RBF will update the previously prepared Technical Specifications for the Sepulveda Boulevard project from 2004 to 2006 standards for inclusion in the City's construction bid documents.

RBF will also prepare construction quantity take-offs and engineer's construction cost estimates in accordance with City and Caltrans requirements for the proposed traffic signal modification and signing/striping related improvements. The engineer's construction cost estimates will be prepared in MS Excel format for use by the City to advertise for bids.

Product: Revised project specifications; quantity take-offs and engineer's construction cost estimates

Task 2.8 Project Coordination and Meeting Attendance

RBF will attend meetings with the Client and Caltrans, and others as directed by the Client. Meetings will also consist of any specific meeting called by the City, or Caltrans, at which Consultant's attendance is requested.

RBF will coordinate with Caltrans to facilitate permitting and project delivery. Management support will be provided to facilitate resolution of project design scope and scheduling.

Consultant will prepare an action item matrix, document all project decisions, and distribute correspondence, meeting minutes, and other communication copies to all Project Team members as appropriate.



For budgeting purposes, twenty-four (24) coordination/meeting hours have been anticipated.

Product: City and Caltrans project coordination and meeting attendance (30 hours)

Task 2.9 Caltrans Coordination and Permit

RBF will be responsible for encroachment permit submittal, processing, and coordination with Caltrans District 7. Submittals to Caltrans and the City of Torrance will include all plans and required backup documents for review.

RBF will prepare the Caltrans submittal package that will include all of the project improvement plans and technical specifications prepared by RBF as part of this work effort. All other documentation required for the permit submittal will be provided by the City of Torrance. Permit fees will be paid by the City and are not included in this Work Order.

Product: Caltrans coordination and permit.

When approved, the additional fees associated with this Work Order No. 1 will be added to the fee amounts already approved and listed in the Scope of Work (Revised 01-20-05).

SCOPE ASSUMPTIONS

No additional survey will be required for the work contained in Work Order No. 1. No right-of-way acquisition including temporary construction easements is required. All works/improvements are within public right-of-way.

<u>TASK 1 UPDATE WATER MAIN IMPROVEMENT PLANS</u>		<u>FEE</u>
Task 1.1	Water Main Field Verification	\$ 2,400
Task 1.2	Update Water Main Replacement Plan and Profile	\$ 15,750
<u>TASK 2 TRAFFIC SIGNAL MODIFICATION AT HAWTHORNE BOULEVARD</u>		<u>FEE</u>
Task 2.1	Intersection Conceptual Drawing	\$ 2,700
Task 2.2	Data Collection and Survey of Existing Conditions	\$ 1,400
Task 2.3	Utility Notification and Coordination	\$ 1,400
Task 2.4	Traffic Signal and Intersection Lighting Modification Plan	\$ 7,000
Task 2.5	Intersection Signing and Striping Plan	\$ 2,900
Task 2.6	Stage Construction/Traffic Handling Plan	\$ 7,250
Task 2.7	Technical Specifications, Construction Quantity Take-offs and Engineer's Construction Cost Estimates	\$ 2,900
Task 2.8	Project Coordination and Meeting Attendance	\$ 4,900
Task 2.9	Caltrans Coordination and Permit	\$ 5,400
Reimbursable		<u>\$ 2,000</u>
Total Work Order No. 1		\$ 56,000
Original Contract Amount		\$254,455
<u>This Work Order</u>		<u>\$ 56,000</u>
Net Revised Contract Amount		\$310,455



SUBMITTED BY:

RBF CONSULTING
(Consultant)



By: _____
Gary Miller, P.E.
(Consultant's Project Director)

Date: July 25, 2006



FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement C2005-036 is made and entered into as of _____, 2005, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and RBF Consulting, a California Corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONSULTANT entered into an Agreement on March 1, 2005, whereby CONSULTANT agreed to perform design services to prepare and provide Plans, Specifications and Estimate for the construction of the Sepulveda Blvd. Rehabilitation and Water Main Replacement Project, T-48.
- B. CITY wishes to extend the Agreement term from the Effective Date through December 31, 2006 to allow adequate time to complete the survey portion of work. The survey work cannot be performed until after construction is completed in fall 2006.

AGREEMENT:

1. Paragraph 2, entitled TERM is amended to read in its entirety as follows:
 - "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 December 31, 2006."
3. In all other respects, the Agreement dated March 1, 2005 between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

By _____
Dan Walker, Mayor

RBF Consulting
a California Corporation

By _____
Gary L. Miller
Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of MARCH 1, 2005 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and RBF Consulting, a California corporation ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to perform design services to prepare and provide Plans, Specifications and Estimate for the construction of the Sepulveda Blvd Rehabilitation and Water Main Replacement Project, T-48.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

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

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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 December 31, 2005.

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, 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 \$254,455 ("Agreement Sum"), unless otherwise first approved in writing by 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 the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

C2005-036

COPY

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 written 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 control, 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 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 CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct 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, 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 CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY 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 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:

Gary L. Miller, Vice President

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither 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 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 CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from 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 CITY, except those losses or damages as may be caused by 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 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 CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONSULTANT will indemnify, pay for cost of defense, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, 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, subconsultants or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply, but only to the extent covered by Consultant's negligence, 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, except for liability resulting from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of 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, 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 AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies authorized 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 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 CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds 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 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.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: RBF Consulting
14725 Alton Parkway
Irvine, CA 92618-2027

Fax: (949) 837-8007

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 CITY or CONSULTANT without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of 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 provided for 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.

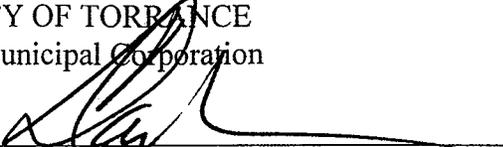
30. EXHIBITS

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



Dan Walker, Mayor

RBF Consulting
a California corporation



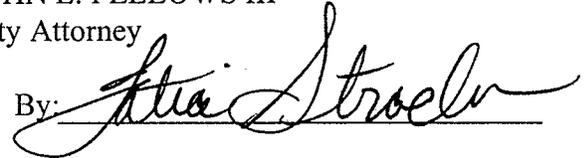
By: Gary L. Miller
Vice President

ATTEST:



Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: 

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES



4. Scope of Work (Revised 01-20-05)

In this Section:

- Scope of Work
- City Responsibilities
- Scope Assumptions
- Additional Work

Scope of Work

I. Preliminary Design

Task 01.00 Project Kick-Off Meeting

RBF will prepare a meeting agenda and lead the kick-off meeting at the City. The meeting agenda items will include:

- Lines of communication between the City, RBF, utility agencies and other agencies involved in the project.
- Project requirements, scope of work and schedule.
- Design criteria, standards and references.

RBF will prepare and distribute meeting minutes in an Action Item Matrix format and document project decisions, and task and electronically distribute to the project team.

This meeting will be attended by the Project Manager and a Design Engineer.

Deliverable:

- Meeting Agenda and Minutes
- Meeting Attendance

Task 02.00 Research/Review of Available Data

RBF 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), and geotechnical reports. RBF will prepare a table summarizing





the obtained data and submit an electronic copy to the City and utility agencies. The Project Team will review this information prior to beginning surveys and preliminary design.

Deliverable:

- Data Summary Table

Task 03.00 Site Evaluation

RBF will conduct a one-day site visit with a City representative to:

- Verify record drawings and other data
- Create a photo log of key project areas
- Identify the replacement limits of areas of structural damage to existing AC pavement needing either localized repair/reconstruction or overlay
- Identify the replacement limits of damaged curb and gutter, cross-gutters, sidewalk/curb ramps and driveways to be replaced
- Identify benchmarks and/or property pins on tops of curbs, sidewalk, or in the parkway in areas of like removal and replacement.

Deliverable:

- Site Review Notes (for design purposes)

II. Preliminary Surveys, Studies & Coordination

Task 04.00 Design Topographic Survey

RBF will perform the Design Topographic survey. The survey will be in conformance with the State Land Surveyors Act and be performed under the direct supervision of a CA Registered Land Surveyor. RBF will use California State Plane Zone 7 (NAD 27) feet and shift the coordinates to reduce the numeric values by -4,100,000 in the Easting (X) direction and -4,000,000 in the Northing (Y) direction. Vertical datum will be NGVD 29. Survey tasks will include:

Establishing horizontal and vertical survey and construction control for the complete length of the project.

Performing topographic survey that includes:

Cross section elevations will be taken at 25-foot intervals on Sepulveda Boulevard from 400-feet east of Hawthorne Boulevard to Hawthorne Boulevard; from 400 feet east of to 400 feet west of Anza Avenue; from 400-feet east of to 400-feet west of Palos Verdes Boulevard; and 300-feet south of Sepulveda Boulevard to Sepulveda Boulevard on Palos Verdes Boulevard.





Cross section elevations will be taken at 50-foot intervals between the above listed intersections. Cross sections will be taken in the following format: property line/right-of-way, back of walk, top of curb, flow line, edge of gutter/pavement, grade breaks and/or quarter points, finish surface at the centerline.

Locating all existing improvements within the street right-of-way (i.e. above ground utilities, manholes, valve covers, utility vaults and covers, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, parkway drains, etc).

Reducing data to a form showing centerline stationing, offset from centerline, elevation and 0.5 foot contours.

In the areas where widening is proposed, the topographic survey will extend up to 20 feet beyond the right-of-way where accessible adjacent to Sepulveda Boulevard to properly design transitions to the widened elevations.

Deliverable:

- Original Survey Notes
- Topographic Survey Data

Task 05.00 Utility Research and Notification

RBF will research and obtain available existing utility records within the project limits. A Utility Notification and Response Log in table format will be compiled and include dates of notification, persons/utility notified and responses from utility. Copies of this information will be provided to the City. Letter notifications will include:

- Initial Utility Information Request
- Prepare to Relocate Notice (incl. 90% Plans)
- Notice to Relocate (incl. 100% Plans)

Utilities to be notified will include: Southern California Edison, Pacific Bell Telephone, Verizon, GTE, Southern California Gas, Time Warner Cable, Water, Sewer and Storm Drain districts.

Deliverable:

- Utility Response Log

Task 06.00 Utility Potholing

RBF will provide utility potholing services for Sepulveda Boulevard. Locations will be based on information received from utility investigations, topographic survey, and utility markups. Pothole information sheets will show both horizontal location and depth from surface to the utility.





A budget of \$15,000 has been established for this task. The number of potholes is dependent on the permitting tasks required for potholing. Approximately 15 locations outside of Caltrans Right-of-Way have been budgeted.

Deliverable:

- Pothole Location Sheets

Task 07.00 Utility Coordination

RBF will coordinate with the utility agencies throughout the design phase. If the proposed improvements interfere with existing utilities, RBF will request for potholing to be performed by the utility company. Otherwise, any needed potholing will be performed under the potholing allowance provided in Task 06.00. Utility meetings are not anticipated with this task.

Deliverable:

- On-going Maintenance of the Utility Response Log

Task 08.00 Base Sheets

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

RBF will data process all topography in AutoCAD Version 2000 or latest edition. Linestyles 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 RBF to the Client, if requested. Location of rights of way shown on the topography shall be shown graphically from assessor's parcel maps.

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.

Deliverable:

- Sepulveda Boulevard Base Sheets (7 sheets)

Task 09.00 Pavement Evaluation Review/Design

Upon completion of Task 10.01, the City will provide RBF a pavement evaluation/analysis report prepared by LaBelle-Marvin. RBF will review the report and discuss the recommended pavement rehabilitation alternatives with the City. This task includes the following:

- Assess data and evaluate methods for rehabilitation.





- Prepare a value engineering spreadsheet per City format with cost breakdowns for up to 3 pavement rehabilitation (20-year projected life) alternatives as identified in the LaBelle-Marvin report.
- Identify the areas along Sepulveda Boulevard where an overlay would produce a cross-slope greater than 5% in the outer lanes.
- Present and discuss recommendations with City.

Deliverable:

- Pavement Evaluation Recommendation Letter

Task 10.00 Traffic Analysis

10.01 Roadway Segment Counts/Traffic Index Analysis

The following (2) roadway segments will be counted over a 48-hour period on a typical weekday (Tuesday and Wednesday or Wednesday and Thursday):

- Sepulveda Boulevard east of Ocean Avenue; and
- Sepulveda Boulevard west of Ellinwood Drive.

The 48-hour roadway segment count data will identify vehicle classification counts to account for heavy vehicles within the traffic flow. Vehicle classification counts will be based upon the following six categories.

- 2 axle passenger cars;
- 2 axle trucks;
- 3 axle trucks;
- 4 axle trucks;
- 5 axle trucks; and
- 6+ axle trucks.

This task assumes vehicle classification counts will be derived utilizing the representative sampling, which assumes the outside lane (adjacent to sidewalk) of Sepulveda Boulevard is studied using the classification machine data recorder (hose count equipped for axle information) and application of axle percentage information to lanes not directly studied.

RBF will utilize the 48-hour roadway count data to calculate two traffic indexes at both study roadway segments for forecast year 2025 (to include 20-years of ambient growth). Roadway count data will be determined by applying an annual traffic growth rate provided by the City to adjust existing (year 2005) traffic volumes to the forecast year 2025. The traffic index calculations prepared in accordance with the Los Angeles County Traffic Index methodology.

The City shall identify the preferred TI and provide to LaBelle-Marvin for completion of the pavement evaluation report.

Deliverable:

- TI per LAC Guidelines





10.02 Intersection Turning Movement Counts (Provided by City)

The City will provide RBF with counts for the following two (2) study intersections during the a.m. peak period (6:00 a.m. to 9:00 a.m.) and the p.m. peak period (3:00 p.m. to 6:00 p.m.) during typical weekday (Tuesday, Wednesday, or Thursday) conditions:

- Anza Avenue/Sepulveda Boulevard; and
- Palos Verdes Boulevard/Sepulveda Boulevard.

The provided data will graphically present the peak hour intersection count data for the highest peak hour within the three-hour peak period studied.

Deliverable:

- Turning Movement Summary Sheets (Provided by City)

III. Plans and Profiles

Task 11.00 30%, 60% and 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, except the Sign and Pavement Delineation Plans and the Traffic Signal Modification Plans, which will use the Community Development Department's Title Block to be provided by the City.

RBF will prepare and submit plans to the City at 30%, 60% and 90% completion. Plans shall be on 24" x 36" sheets, unless otherwise required for utility agencies. RBF will submit four (4) sets of plans to the City for each submittal. On the following page is a listing of plan sheets:

11.01 Title Sheet will include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information and legend of symbols.

11.02 Construction Notes and Details will include a construction note index, 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 construction details.

11.03 Typical Cross Sections will show right-of-way lines, dimensions between curbs, existing pavement surface and curb/gutter, existing roadbed surface, proposed improvements and grading/crossfall slope. Construction notes related to proposed improvements shall be included on this sheet. Cross sections will be discussed with the City at the 30% submittal to identify potential issues.



TASK	PLAN	SCALE	# of SHEETS
11.01	Title Sheet	Varies	1
11.02	Construction Notes and Details	1" = 10', Varies	2
11.03	Typical Cross Sections	Varies	1
11.04	Roadway Rehabilitation Plan and Profile	1" = 40' H 1" = 4' V	7
11.05	Intersection Grid Details	1" = 10' H Grids at Lane Lines	2
11.06	Stage Construction/Traffic Handling Phasing Plans	1" = 40' H	8
11.07	Signing and Striping Plans	1" = 40' H	5
11.08	Traffic Signal Modification Plans	1" = 20' H	4
11.09	Water Main Replacement Plan and Profile and Notes Sheet	1" = 40' H 1" = 4' V	7
		TOTAL SHEETS	37

11.04 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) and approximate pothole locations. 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. 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 only show existing tops of curb elevations and proposed curb at 25-foot stations with corresponding station and slope of curb between each grade break resulting from street widening and curb replacement.

At the 30% submittal meeting, consultant will propose and discuss a possible alternative for removing the "dip" on the south side of Sepulveda Blvd at Palos Verdes Blvd. The alternative will not consider the removal of the existing west-to east cross-gutter on the south side of Sepulveda and will not create additional southerly surface runoff onto Palos Verdes Blvd.

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

- Anza Avenue
- Palos Verdes Blvd





Grids will be shown at intersecting lane lines (approximately 10-foot spacing) and show existing and proposed elevations. These plans will be used for control during paving operations and will show existing improvements, underground utilities and surface culture on a larger scale. Construction and design notes for curb/gutter, sidewalk and other improvements from other plan sheets will not be duplicated on these sheets.

11.06 Stage Construction/Traffic Handling Phasing Plans – Sepulveda Boulevard

RBF will prepare Stage Construction/Traffic Handling Phasing Plans for the proposed improvements along Sepulveda Boulevard. The plans will be prepared for the following anticipated improvements. These are:

- Intersection improvements
- Pavement rehabilitation
- Sidewalk/cross-gutter/gutter/curb improvements
- Installation of a new 12-inch transmission main (6,000 feet)
- Installation of a new 8-inch water main (200 feet)

As indicated by the City, the proposed improvements will be shown on eight (8) Stage Construction/Traffic Handling Phasing Plans for the improvements along Sepulveda Boulevard from the City of Torrance westerly City limits to Hawthorne Boulevard.

The Stage Construction/Traffic Handling Plans will utilize accepted methods of lane closure delineation, signage and barricading. Specific work areas will be protected from traffic based on the construction phase, type of work and construction equipment required within the work area. The plans will be designed to maximize lane usage for all traffic movements, maintain pedestrian access routes, and provide a workable area. The plans will be prepared at a 1"=40' scale.

Based on the proposed improvements, we anticipate that the improvements can be constructed in phases in order to maintain existing traffic circulation and maintain access to traffic within the project area including businesses and residential streets. Proposed improvements at major intersections will be partially restricted to minimize the potential of lane reductions.

RBF will meet with City staff to discuss each proposed construction staging, minimum lane requirements, vehicle/pedestrian restrictions, driveways restrictions, lane closures, construction work hours, construction work area required, and potential constraints that may affect the proposed improvements.

Proposed improvements that will affect lane closures and/or the installation of traffic control devices along Hawthorne Boulevard will be shown on separate Stage Construction/Traffic Handling Phasing Plans. The plans will be prepared in dual units (if required). A signature block will be provided for Caltrans District 7 approval.



The Stage Construction/Traffic Handling Phasing Plans will be prepared based on the requirements set forth in the 2003 Manual on Uniform Traffic Control Devices (MUCTD), the 2003 MUCTD California Supplement, and the City of Torrance as appropriate.

11.07 Signing and Striping Plans – Sepulveda Boulevard

RBF engineers will field verify existing signage and striping improvements along Sepulveda Boulevard from the City of Torrance westerly City limits to approximately 1,000 feet east of Hawthorne Boulevard. In addition, RBF engineers will field verify approximately 200 feet of existing signage/striping improvements along the intersecting streets within the project limits. Upon completion of the field review, RBF will identify any potential constraints that may be encountered in relation to proposed improvements.

RBF will prepare Signing and Striping Plans identifying existing signs and striping, and installation of regulatory, warning, and guide signs, and striping modifications in relation to the roadway widening, curb/sidewalk replacement and pavement rehabilitation improvements.

Signing and Striping Plans will be prepared at 1" = 40' scale, dual tier format and in accordance with standards set forth by the City of Torrance, 2003 Manual on Uniform Traffic Control Devices (MUCTD), 2003 MUCTD California Supplement and the latest Caltrans standard plans and specifications.

11.08 Traffic Signal and Intersection Lighting Modification Plan

RBF engineers will field verify existing traffic signal equipment, signal communication system, and signage and striping improvements. Upon completion of the field review, RBF will identify any potential constraints that may be encountered in relation to proposed improvements.

RBF will prepare a traffic signal and intersection lighting modification plan at 1" = 20' scale and in accordance with standards set forth by the City of Torrance and Caltrans.

Sepulveda Boulevard at Hawthorne Boulevard. The plan will show replacement and/or relocation of existing traffic signal equipment required due to the proposed westbound right-turn lane improvements. In addition, the plan will show the replacement of the eastbound indications in the median, and installation of signal interconnect conduit to the Sepulveda Boulevard/Ocean Avenue intersection. Additional traffic signal equipment improvements that may be required due to the roadway widening and pavement rehabilitation will be shown on the plan.

Sepulveda Boulevard at Ocean Avenue. The plan will show existing traffic signal equipment, replacement of the loop detectors with a video detection system that will include video cameras to detect vehicles at each approach.



In addition, the plan will show installation of light emitting diodes (LED) indications, installation of signal interconnect conduit to the Sepulveda Boulevard/Hawthorne Boulevard intersection and signage/stripping improvements. Additional traffic signal equipment improvements that may be required due to the pavement/curb/sidewalk improvements will be shown on the plan.

Sepulveda Boulevard at Anza Avenue. The plan will show replacement and/or relocation of existing traffic signal equipment required due to the proposed eastbound and westbound dual left turn lanes and eastbound right-turn lane improvements.

In addition, the plan will show replacement of the loop detectors with a video detection system that will include video cameras to detect vehicles at each approach, installation of light emitting diodes (LED) indications, installation of signal interconnect conduit to the Sepulveda Boulevard/Ocean Avenue intersection and signage/stripping improvements. Additional traffic signal equipment improvements that may be required due to the pavement/curb/sidewalk improvements will be shown on the plan.

Sepulveda Boulevard at Palos Verdes Boulevard. The plan will show replacement and/or relocation of existing traffic signal equipment required due to the proposed eastbound and westbound dual left turn lanes improvements.

In addition, the plan will show replacement of the loop detectors with a video detection system that will include video cameras to detect vehicles at each approach, installation of light emitting diodes (LED) indications, and signage/stripping improvements. Additional traffic signal equipment improvements that may be required due to the pavement/curb/sidewalk improvements will be shown on the plan.

11.09 Water Main Replacement Plan and Profile. The plan view will show all existing underground utilities (sewer, water, gas mains and associated laterals, storm drains, catch basins and laterals, manhole and valve covers, meter boxes etc) as shown on the base map. The plan view will show the proposed water main, existing lateral connections to the proposed main, existing valves and meter boxes; and all other associated items and information to replace the 8" and 12" water main. The profile will show the proposed water main and existing utility crossings. Modifications or connections to the existing pump station and construction of new fire hydrants, laterals, meter boxes and other appurtenances are not anticipated.

Deliverable:

- Plan Sheets as Identified Above

Task 12.00 Preliminary Quantity Calculations and Cost Estimate

RBF will submit preliminary quantities and construction cost estimate at the 30%, 60% and 90% submittals. Unit prices will be based upon the most





current cost information for a recent, similar City project. Cost estimates will not include a contingency line item.

Deliverable:

- Preliminary Quantity Calculations (60% and 90%)
- Preliminary Cost Estimate (60% and 90%)

Task 13.00 Project Specifications

RBF will use the City's standard "boiler plate" specifications (Word 2000) and prepare the Special Provisions portion of the Construction Specifications and Contract Documents suitable for bidding and awarding of the Contract. These special provisions will be incorporated into the City's standard construction document package and include the Bid schedule. Project specifications will be submitted at the 90% submittal.

Preparation of Special provisions per Caltrans Specifications and Standard Special Provisions for work within Caltrans right of way is not anticipated.

Deliverable:

- Project Specifications

Task 14.00 100% Submittal of Plans & Profiles, Specifications/Special Provisions, Quantities and Cost Estimate

RBF will prepare 100% PS&E documents based upon City comments received from the 90% submittal review. The 100% submittal will include three (3) complete 24" x 36" sets of all plans, specifications/special provisions and quantities/cost estimate for final review.

Deliverable:

- 100% Plans
- 100% Specification/Special Provisions
- 100% Quantity and Cost Estimate

Task 15.00 Final Submittal

Upon City approval of the 100% PS&E submittal, RBF will submit a complete set of stamped/signed (CA Registered Civil Engineer) original plans on mylar, an unbound set of stamped/signed specifications/special provisions and a quantities/cost estimate. RBF will also submit an electronic copy of all final AutoCAD drawings (with x-refs and plot configuration files) using X-filer, specifications/special provisions and quantities/cost estimate on a CD-ROM.

Deliverable:

- Final PS&E Submittal



Task 16.00 Caltrans Encroachment Permit Application Package for Hawthorne Blvd

RBF will prepare and mail, on behalf of the City, a Standard Encroachment permit application with applicable plans and specifications (from the 100% PS&E package) to Caltrans District 7, for review. Preparation of special plan sheets, specifications or cost estimate for District 7 submittal is not anticipated. This task assumes one Caltrans review and resubmittal prior to approval. The City will provide coordination with District 7.

Deliverable:

- Caltrans Encroachment Permit Application Package

Task 17.00 Project Management & Meetings

17.01 Project Management

RBF will perform project management services for 6 months during the design phase.

At the 60% and 90% meetings, RBF will bring three copies of any completed plans, specifications, estimate. RBF will provide an updated project schedule at the kick-off meeting.

Deliverable:

- One (1) Project Schedule

17.02 Project Team Meetings

RBF will attend a project team meeting with the City for: each of the submittals (30%, 60% and 90%), one (1) traffic control and staging, and two (2) additional meetings, as requested for a total of six meetings. Meetings will be attended by the RBF Project Manager and a Design Engineer. Project objectives, schedule and any other issues will be discussed and resolved or assigned for follow-up.

RBF will prepare the meeting agenda and meeting minutes in an Action Item Matrix format that documents project decisions and actions. Minutes will be e-mailed to the project team members.

Deliverable:

- Six (6) Meeting Agendas and Minutes

Task 18.00 Bid and Construction Support

RBF will provide bid and construction support engineering services to the City on an as-requested, time and material basis not to exceed \$4,000. Engineering support services include, but are not limited to:





Construction Coordination Meetings – RBF will attend and participate in project construction meetings at the project site.

Contractor Requests for Information - RBF will respond to contractor requests for information (RFI) forward by the City during the construction process. Responses to RFIs will be in Field Memo format and returned to the City along with the initial RFI.

Shop Drawing Review - RBF will review City transmitted construction shop drawings for review. Shop drawings to be reviewed may include, but not be limited to traffic signals, stage construction, irrigation, and signing. Responses to shop drawing reviews will be in Field Memo format and returned to the City along with the shop drawing.

Construction Revisions/Change Order Work - RBF will provide engineering, surveying and mapping design services to facilitate project construction. Design services may be required due to recent field changes, proposed adjacent development improvements, relocated utilities, and other conditions and/or information not present during the design phase.

Deliverable:

- Bid and Construction Support Services

Task 19.00 Survey Monument Preservation and Restoration

Approximately 18 centerline monuments are within the construction area. RBF will tie out prior to construction and prepare and file Corner Records with the County of Los Angeles and City of Torrance. After construction is complete, RBF will re-establish monuments removed by construction activities and file final Corner Records with the County of Los Angeles and City of Torrance.

Deliverable:

- Corner Records for 18 Centerline Monuments

Task 20.00 Reimbursable Expenses

This task budget includes 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 RBF's internal review and/or coordination with satellite offices or subconsultants are included in the fees for the various tasks. Compensation for reproduction will be based on actual costs (reproduction subconsultant invoice) plus 7% markup, but will not exceed the City's \$5,000 allowance.





Task 21.00 Hawthorne Boulevard Improvements (MTA Grant)

This task identifies the design costs associated with the roadway and traffic signal improvements at Hawthorne Boulevard as requested by the City. The purpose of this task is to provide a line item cost for the City application to obtain reimbursement from the Metropolitan Transportation Authority (MTA) Grant. The fee amount for this task is based upon the percentage of Design Tasks 01.00 through 20.00 attributable to the Hawthorne Boulevard improvements. The fee spreadsheet contains "non-MTA" and "MTA" columns that separate the work effort. A cumulative total column combines the fees for a total project fee.

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 and Community Development Department title blocks.
5. City will provide the Final Pavement Evaluation Report (Prepared by LaBelle-Marvin)
6. City will provide samples of various sheets from a recent street improvement and water main replacement projects.
7. City will provide the length of the westbound right turn pocket at Hawthorne Boulevard.
8. CEQA Documentation and processing.
9. City will provide all traffic signal and water main material and equipment specifications and information for inclusion on the project plans and in the special provisions.

Scope Assumptions

General

- The Hawthorne Boulevard work associated with the Metropolitan Transportation Authority (MTA) will be prepared and included as part of the entire PS&E package.
- The City will provide all available as-builts on file at the City of Torrance offices.
- The City will prepare all Cooperative Agreements or Amendments.
- RBF anticipates that all tasks included in this scope of work will be completed by December 31, 2005. The fee for tasks or remaining task work completed after December 31, 2005 will be increased by 5%.



Water Main

- Water Main connections to and modifications of the pump station are not required as part of the replacement project.
- City standard plans will be referenced on the project plans and preparation of details is not required.
- Design team meetings for water main work will be at the City's request and utilize one of the two floating team meetings.
- The City will provide water pipe size and type information for design; therefore, pressure and flow calculations are not required.

Walls

- Construction of retaining walls and railing, if required, will be per City or APWA standard plans and preparation of details is not anticipated.

Roadway

- Complete pavement removal is not anticipated therefore design and plotting of a centerline/lane line profile is not anticipated.

Environmental

- It is assumed that Resource Agency permits (i.e., 404, 1601, etc.) will not be required; therefore, fees for procuring these types of permits have not been included in this scope of work.
- NPDES permit requirements and storm water pollution prevention plan (SWPPP) will be included as a requirement of the construction contract in the project Special Provisions.
- Remedial mitigation plans for any removal of hazardous waste are not anticipated.
- Complete pavement removal is not anticipated and therefore a centerline/lane line profile is not anticipated.

Traffic

- The installation of interconnect conduit from Anza Avenue to the east will be identified on the signal plans and separate Traffic Signal Interconnect plans are not required.

Mapping and Right-of-Way

- The City will provide right-of-way information for inclusion into the project base map. Right-of-way lines will be shown graphically based upon Assessor's Parcel Maps. Parcel and/or lot property lines, including dimensions and/or bearings, will not be investigated or shown.
- Right-of-way acquisition including temporary construction easements is not required for this work, therefore appraisal or acquisition support or preparation of legal descriptions or exhibits is not required.



Utilities

- Utility coordination efforts are based upon water main, traffic signal relocation and roadway widening. Utility coordination required for complete pavement reconstruction is not anticipated.
- Preparation of agreements, legal descriptions and exhibits for new or revised utility easements will be performed by the City.

Additional Work

Following is a list of services and tasks that may be necessary to complete the Sepulveda Boulevard Rehabilitation and Water Main Replacement project. Fees for these items can be provided upon review of the Scope and necessity with the City of Torrance.

- Preliminary roadway alignment plans and alternatives for the widened portions of Sepulveda Boulevard at Palos Verdes Boulevard, Anza Boulevard and Hawthorne Boulevard.
- Boundary survey, calculation of right-of-way or constraint mapping in the areas of Sepulveda Boulevard widening.
- Field survey of potholed utilities.
- Preparation of a hydrology/hydraulics report and storm drain and catch basin relocation plans.
- Design of private property improvements impacted by the roadway improvements.
- Preparation of landscaping and irrigation modifications plans.
- Additional plan sheets above and beyond 7 base sheets and 47 plan sheets.
- Obtaining permits required by utility companies or agencies as required for construction of the project.
- Attendance at a Caltrans meeting to review and facilitate Encroachment Permit processing.
- Preparation of a Permit Engineering Evaluation Report (PEER), Design exception report (Fact Sheet) and supporting traffic analysis.
- Preparation of a Water Pollution Control Plan (WPCP) and a Storm Water Pollution Prevention Plan (SWPPP).
- Preparation of special exhibits for community, planning, committee and council meetings.
- Preparation for and attendance at community outreach meetings.
- Meeting attendance with individual utility companies and representatives to coordinate facility relocations.
- Preparation of traffic signal timing and coordination plans.
- Preparation of As-Built (Record) Drawings

EXHIBIT B
COMPENSATION SCHEDULE

TASK	DESCRIPTION	NO. OF SHEETS	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	DESIGN ENGINEER/MAPPER	DESIGN TECHNICIAN	2-HAN SURVEY CREW	SUBCONSULTANTS FEE	TOTAL TASKS (Non-MTA Work)		TOTAL TASKS (MTA Work)		CUMULATIVE TOTAL							
										Hours	\$	Hours	\$		Hours	\$					
1.00	PRELIMINARY DESIGN																				
1.01	PROJECT KICK-OFF MEETINGS (1 MEETING FOR 2 STAFF)	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.02	RESEARCH/REVIEW OF AVAILABLE DATA	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.03	SITE EVALUATION (1 DAY FOR 2 STAFF)	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.04	PRELIMINARY SURVEYS, STUDIES & COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.05	DESIGN COORDINATING SURVEY	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.06	UTILITY RESEARCH AND NOTIFICATION	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.07	UTILITY FOOTING	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.08	UTILITY COORDINATION	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.09	BASE SHEETS (INCLUDING UTILITY MAPPING)	7	0	0	0	0	0	0	0	0	0	0	0	0							
1.10	PAVEMENT EVALUATION REVIEW/DESIGN	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.11	TRAFFIC ANALYSIS	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.12	16.01 Roadway Segment Counter/Traffic Index Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.13	16.02 Intersection Turning Movement Analysis (Provided by City)	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.14	ALL PLANS & PROFILES	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.15	11.00 30%, 60% & 90% PLAN SUBMITTAL																				
1.16	11.01 Title Sheet	1	0	0	0	0	0	0	0	0	0	0	0	0							
1.17	11.02 Construction Notes and Details	2	0	0	0	0	0	0	0	0	0	0	0	0							
1.18	11.03 Typical Cross Sections	1	0	0	0	0	0	0	0	0	0	0	0	0							
1.19	11.04 Roadway Rehabilitation Plan and Profile	7	0	0	0	0	0	0	0	0	0	0	0	0							
1.20	11.05 Intersection Grid Details (Aveza Avenue, Palco Verde Avenue)	2	0	0	0	0	0	0	0	0	0	0	0	0							
1.21	11.06 Stage Construction/Traffic Handling Phasing Plans	8	4	0	0	0	0	0	0	0	0	0	0	0							
1.22	11.07 Sign and Striping Plans	5	3	0	0	0	0	0	0	0	0	0	0	0							
1.23	11.08 Traffic Signal Modification Plans (at Intersections)	4	4	0	0	0	0	0	0	0	0	0	0	0							
1.24	11.09 Water Main Replacement Plan and Profile	7	6	0	0	0	0	0	0	0	0	0	0	0							
1.25	12.00 PRELIMINARY QUANTITY CALCULATIONS AND COST ESTIMATE	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.26	13.00 PROJECT SPECIFICATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.27	14.00 100% SUBMITTAL OF PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.28	15.00 FINAL SUBMITTAL	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.29	16.00 CALTRANS ENCROACHMENT PERMIT APPLICATION FOR HAWTHORNE BLVD	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.30	17.01 PROJECT MANAGEMENT	0	12	0	0	0	0	0	0	0	0	0	0	0							
1.31	17.02 MEETINGS (6 MEETINGS FOR 2 STAFF)	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.32	18.00 SERVICES DURING CONSTRUCTION	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.33	19.00 BID AND CONSTRUCTION SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.34	20.00 SURVEY MONITOR PRESERVATION AND RESTORATION	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.35	21.00 RECURSABLES	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.36	22.00 RECURSABLE EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.37	23.00 METROPOLITAN TRANSPORTATION AUTHORITY GRANT	0	0	0	0	0	0	0	0	0	0	0	0	0							
1.38	24.00 HAWTHORNE BOULEVARD IMPROVEMENTS (MTA GRANT)	0	0	0	0	0	0	0	0	0	0	0	0	0							
	TOTAL	44	29	\$5,555	287	\$43,924	3000	\$34,800	579	\$82,532	736	\$57,408	135	\$27,200	\$18,235	1,538	\$204,438	428	\$48,898	2,087	\$284,455