

Council Meeting of
October 16, 2007

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

Members of the Council:

SUBJECT: Public Works – Street Identification Criteria for the Residential Street Rehabilitation Program, I-94 and Award of Contracting Services Agreement to Labelle-Marvin for Pavement Structural Evaluation and Analysis Services. Expenditure: \$41,050

RECOMMENDATION

The Public Works Director recommends that the City Council:

1. Approve the proposed criteria for identifying residential streets to be included in the Residential Street Rehabilitation Program, I-94; and
2. Approve the residential streets recommended by staff to be repaired as part of the Residential Street Rehabilitation Program, I-94.
3. Approve a Contract Services Agreement in the amount of \$41,050 with Labelle-Marvin, Inc. to provide pavement structural evaluation and analysis services for the Residential Street Rehabilitation Program, I-94.

Funding

Funding is available from CIP Project I-94.

BACKGROUND AND ANALYSIS

The Residential Street Rehabilitation Program is included in the adopted FY2007-11 Capital Budget as project I-94 ("I-94 Program"). The I-94 Program is a multi-year project that provides for the rehabilitation of pavement and the replacement of displaced curbs, gutters and sidewalk on residential streets.

In previous years, residential streets were selected for improvement based on specific criteria and a scoring system. It is again recommended that the same criteria and scoring system be utilized to identify residential streets for improvement under the next phase of the I-94 Program.

The criteria and scoring system are shown in the table below.

<u>SCORE (points)</u>	<u>CRITERIA</u>
0 to 50	<u>Condition of existing pavement</u> <i>0 points is best condition. 50 points is worst condition. This score is based on a pavement condition survey performed by staff.</i>
0 to 30	<u>Public Works maintenance staff recommendation.</u> <i>(0 points = not a priority to maintenance staff) (15 points = medium priority) (30 points = high priority)</i>
0 to 20	<u>Proximity to other high priority streets to allow completion of a neighborhood.</u> <i>(0 points = not adjacent to high scoring streets) (20 points = adjacent to high scoring streets)</i>

Total Score: 0 to 100

Streets receiving higher scores were given higher priority. High-priority streets were grouped together for cost effectiveness and construction purposes and some lower priority streets have been added to complete entire neighborhoods.

Based on the criteria and scoring, staff is recommending the streets shown on the attached maps (Attachment A) be selected for improvement as part of the I-94 Program.

Contract Services Agreement: Labelle-Marvin

The first task of the design phase is to complete a pavement structural evaluation and analysis. Labelle-Marvin, Inc. has provided pavement rehabilitation recommendations for several successfully completed roadway projects in Torrance. Their services include coring into the pavement and underlying earth and a laboratory analysis to determine the most effective pavement rehabilitation method. Labelle-Marvin's recommendations have proved cost effective on previous projects and it is recommended that their services be secured for this project, as well.

The proposed Agreement (Attachment A) with Labelle-Marvin, Inc. in the amount of \$41,050 provides for a pavement structural evaluation and analysis services of the selected residential streets for the I-94 Program.

It is anticipated that their evaluation and analysis will be completed by January 2008.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Craig Bilezerian
Project Manager

CONCUR:



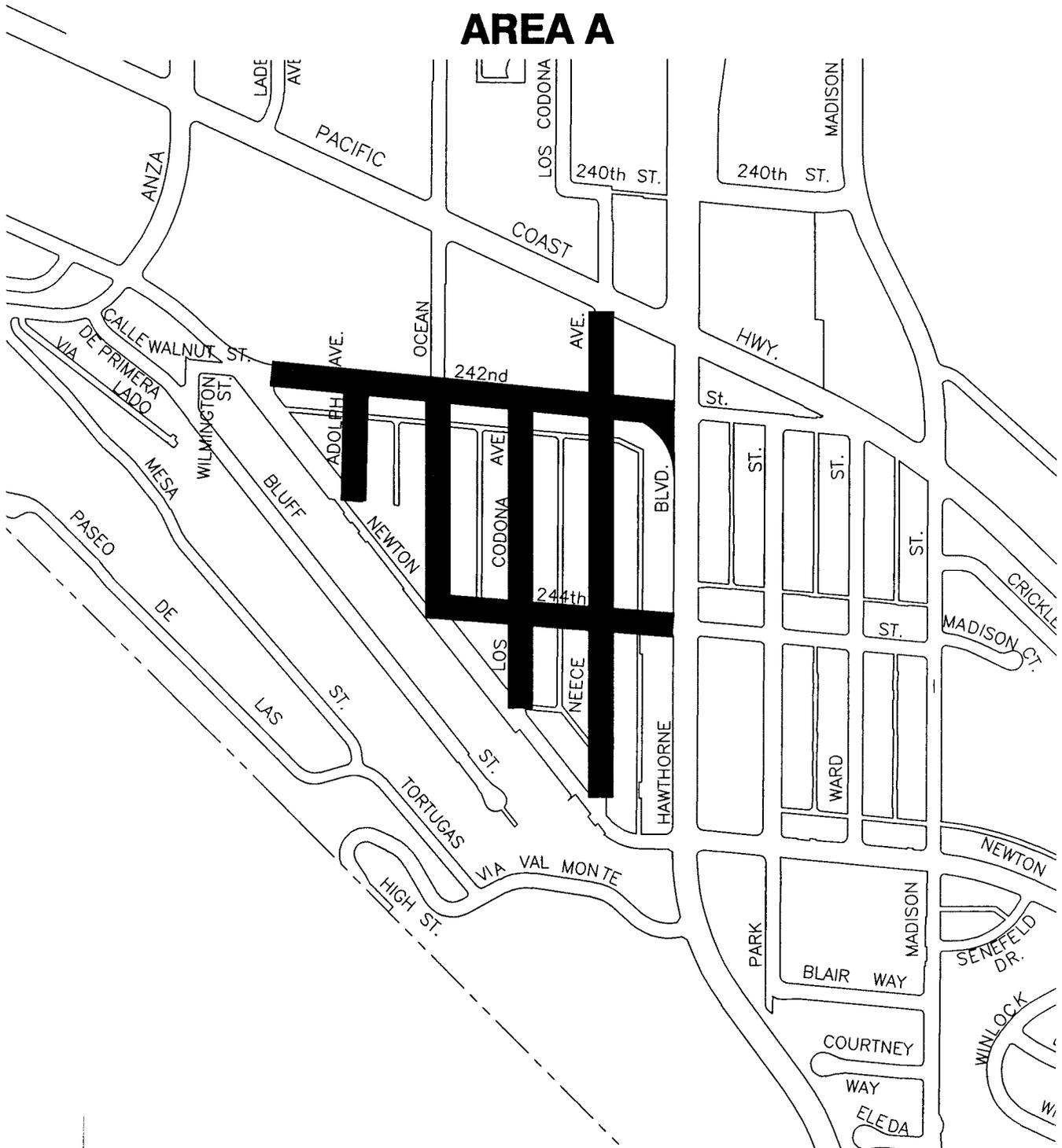
Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

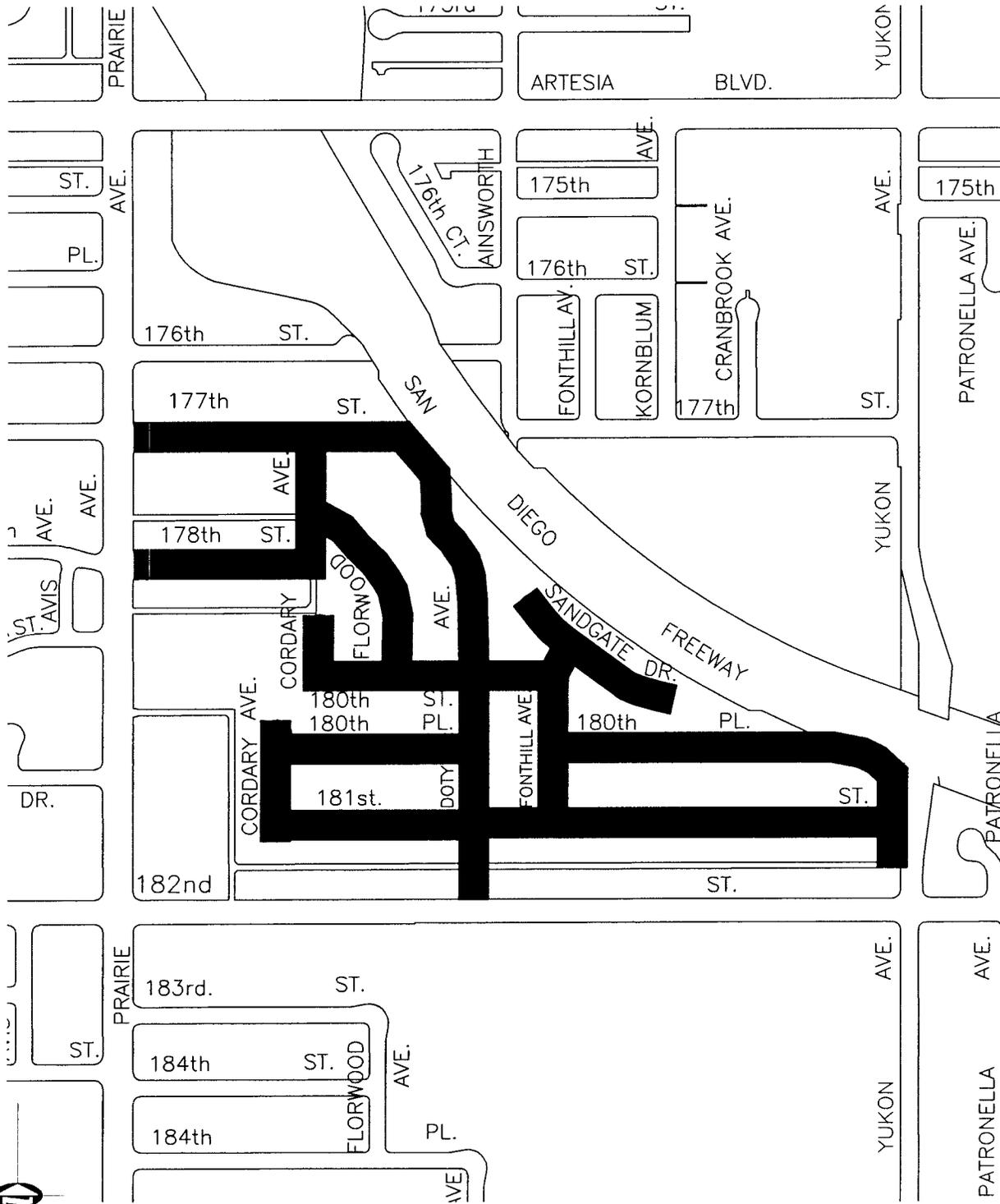
Attachment: A. Maps of Proposed Streets for the I-94 Program
B. Contract Services Agreement – Labelle-Marvin

RESIDENTIAL STREET REHABILITATION, I-94 PROPOSED STREETS AREA A



NOT TO SCALE

RESIDENTIAL STREET REHABILITATION, I-94 PROPOSED STREETS AREA B



NOT TO SCALE

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and LaBelle Marvin, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide pavement structural evaluation services for the Residential Street Rehabilitation Project, I-94.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Proposal attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Proposal 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 October 31, 2008.

3. COMPENSATION

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$41,050.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due within 30 days after the date of the invoice.

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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, the CITY may, at the expense of the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement will be

retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (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 CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

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

Steven R. Marvin, President

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR 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 CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR 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 CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**

CONTRACTOR 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, CONTRACTOR warrants that CONTRACTOR (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, CONTRACTOR warrants that CONTRACTOR 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 CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONTRACTOR 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. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR 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. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, 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 however the same may be

caused and regardless of the responsibility for negligence. 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 CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply 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 solely 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. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

A. CONTRACTOR and its subcontractors 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, \$500,000 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. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR 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. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, 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 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 CONTRACTOR 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 CONTRACTOR 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:

CONTRACTOR LaBelle-Marvin, Inc.
 2700 S. Grand Avenue
 Santa Ana, CA 92705-5404

Fax: (714)546-5841

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 CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR 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

CONTRACTOR 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. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR 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 CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

LaBelle-Marvin, Inc.
A California Corporation

Frank Scotto, Mayor

By: _____
Steven R. Marvin
President

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Proposal

PROFESSIONAL PAVEMENT ENGINEERING

A CALIFORNIA CORPORATION

EXHIBIT A

PROPOSAL

August 23, 2007

Mr. Craig Bilezerian
City of Torrance

3031 Torrance Boulevard
Torrance, California 90509-2970

cbilezerian@tornet.com

RECEIVED
AUG 29 2007
Public Works Department

Dear Mr. Bilezerian:

Pursuant to your recent request, LaBelle-Marvin, Inc. is pleased to present the following proposal for a rehabilitation investigation of the roadways within the City's Residential Street Rehabilitation, I-94 program. All roadways will be the subject of a deflection and materials analysis with the exception of Sartori Avenue where due to traffic flow restrictions, the roadway rehabilitation recommendations will be developed through a more intensive materials analysis only.

242nd Street

Area A
Newton Street to Hawthorne Boulevard
Deflection Testing - 100' Interval
Coring & Boring - Two (2) Locations

244th Street

Newton Street to Hawthorne Boulevard
Deflection Testing - 100' Interval
Coring & Boring - Two (2) Locations

Adolph Avenue

Newton Street to 242nd Street
Deflection Testing - 50' Interval
Coring & Boring - Two (2) Locations

Ocean Avenue

Newton Street to 242nd Street
Deflection Testing - 100' Interval
Coring & Boring - Two (2) Locations

Los Codona Avenue

Newton Street to 242nd Street
Deflection Testing - 100' Interval
Coring & Boring - Two (2) Locations

Neece Avenue

Newton Street to Pacific Coast Highway
Deflection Testing - 100' Interval
Coring & Boring - Two (2) Locations

Area B

177 th Street	<p style="text-align: center;"><i>Prarie Avenue to Doty Avenue</i></p> Deflection Testing – 100' Interval Coring & Boring - Two (2) Locations
178 th Street	<p style="text-align: center;"><i>Prarie Avenue to Cordary Avenue</i></p> Deflection Testing – 50' Interval Coring & Boring – Two (2) Locations
180 th Street	<p style="text-align: center;"><i>Cordary Avenue to Fonthill Avenue</i></p> Deflection Testing – 50' Interval Coring & Boring – Two (2) Locations
180 th Place	<p style="text-align: center;"><i>Cordary Avenue to Doty Avenue</i></p> Deflection Testing – 50' Interval Coring & Boring - Two (2) Locations
180 th Place	<p style="text-align: center;"><i>Fonthill Avenue to Yukon Avenue</i></p> Deflection Testing – 100' Interval Coring & Boring - Two (2) Locations
181 st Street	<p style="text-align: center;"><i>Cordary Avenue to Yukon Avenue</i></p> Deflection Testing – 200' Interval Coring & Boring - Three (3) Locations
Cordary Avenue	<p style="text-align: center;"><i>177th Street to 178th Street</i></p> Deflection Testing – 50' Interval Coring & Boring - One (1) Location
Cordary Avenue	<p style="text-align: center;"><i>180th Street to Cul-de-sac</i></p> Deflection Testing – 25' Interval Coring & Boring - One (1) Location
Cordary Avenue	<p style="text-align: center;"><i>180th Place to 181st Street</i></p> Deflection Testing – 50' Interval Coring & Boring - One (1) Location
Florwood Avenue	<p style="text-align: center;"><i>Cordary Avenue to 180th Street</i></p> Deflection Testing – 50' Interval Coring & Boring - Two (2) Locations
Doty Avenue	<p style="text-align: center;"><i>177th Street to 182nd Street</i></p> Deflection Testing – 100' Interval Coring & Boring – Two (2) Locations
Fonthill Avenue	<p style="text-align: center;"><i>Sandgate Drive to 181st Street</i></p> Deflection Testing - 50' Interval Coring & Boring - Two (2) Locations

Yukon Avenue*

(*Frontage Road)

180th Place to Alley S. of 181st Street

Deflection Testing – 50' Interval
 Coring & Boring - One (1) Location

Sandgate Drive

Cul-de-sac to Cul-de-sac

Deflection Testing -50' Interval
 Coring & Boring - Two (2) Locations

Area C

Portola Avenue

El Dorado Street to Torrance Boulevard

Deflection Testing – 50' Interval
 Coring & Boring – Two (2) Locations

Torrance Boulevard to Alley W. of Sartori Avenue

Deflection Testing – 100' Interval
 Coring & Boring - Two (2) Locations

Sartori Avenue (NB)

Dominguez Street to Torrance Boulevard

Coring & Boring (ONLY) – Four (4) Locations

Sartori Avenue (SB)

Dominguez Way to Torrance Boulevard

Coring & Boring (ONLY) – Four (4) Locations

Engracia Avenue

Cota Avenue to Torrance Boulevard

Deflection Testing – 100' Interval
 Coring & Boring - Two (2) Locations

Torrance Boulevard to Van Ness Avenue

Deflection Testing – 50' Interval
 Coring & Boring - Two (2) Locations

Cravens Avenue

Torrance Boulevard to Cabrillo Avenue

Deflection Testing – 200' Interval
 Coring & Boring - Three (3) Locations

Gramercy Avenue

Carson Street to Cabrillo Avenue

Deflection Testing – 100' Interval
 Coring & Boring - Two (2) Locations

1. Non-destructive pavement deflection data shall be gathered from each through traveled lane at 25-200 foot intervals using the JILS Falling Weight Deflectometer, imposing a series of 9,000 pound loads per California Test Method 356. LaBelle-Marvin, Inc., shall provide non-destructive testing equipment, operator, recorder and traffic control as necessary.

2. Data obtained will include ten (10) sensor readings recorded within the deflection basin at each test point. Pavement deflection sensors are generally spaced 6" to 12" on center, defining the specific pavement deflection basin under loading. During deflection testing operations, notes of visual pavement conditions and/or distress, cross streets, presence or absence of curb and gutter, and other such observations shall be logged. Correlating data will include pavement temperature and GPS documentation at each test location.
3. Field data collected shall be returned to our office for computer modeling and analysis. Data analysis shall provide a typed tabulation of all deflection measurements and field notes locating cross streets, pertinent landmarks, field conditions, etc. The tabulation shall include the reading of all sensors, as well as an equivalent Traveling Deflectometer deflection at the loading point.
4. An engineering review of test data to isolate or separate limits of similar deflection response for statistical summary of data (providing the 80th percentile deflection) shall be made.
5. Prior to field sampling operations, Underground Service Alert will be notified, all test locations marked, and a meeting held, if requested, with concerned utilities to relocate test sites as necessary.
6. Coring and boring of the in-situ roadway materials shall be performed at fifty-eight (58) locations to determine pavement thicknesses and to obtain subgrade materials for further analysis. La Belle-Marvin, Inc., shall provide traffic control during sampling operations.
7. The in-place moisture content of the subgrade soil samples removed at each location shall be determined. Individual or composite samples of subgrade material which typify the materials encountered shall be selected and subjected to R-Value testing for use in component analysis and/or replacement section design.

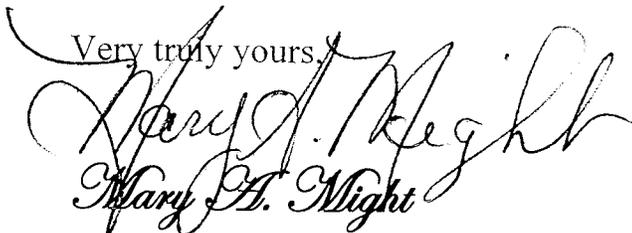
8. Using the traffic indices provided by the Client and existing pavement thickness information determined during coring operations, the 80th percentile deflection response shall then be compared to known pavement models. This comparison shall produce overlay requirements for a select design period in accordance with Caltrans Test Method Number 356, and a service life reading (Nominal Service Life) for the roadways studied.

9. A Registered Civil Engineer shall supervise all operations, review all completed data and incorporate results of deflection and/or materials testing with observed pavement conditions. Engineered recommendations for alternate methods of pavement rehabilitation based upon deflection and materials analysis shall be provided.

Our fee for providing the services as outlined herein shall be a Lump Sum of \$41,050.00. Any special permits, licenses, and/or insurance beyond our standard coverage shall be provided by the Client. Meetings and/or services beyond those outlined herein shall be provided upon request and approval and billed for in accordance with our current Schedule of Fees.

The opportunity to present this proposal is sincerely appreciated and should you have any questions, kindly call.

Very truly yours,



Mary A. Might
Secretary-Treasurer

MAM:m