Council Meeting of
December 15, 2009

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

Members of the Council:

SUBJECT: Public Works – Award of Consulting Services Agreement for construction inspection services for the Del Amo Blvd Extension, T-30 – Phase 1, Reroute of Two Water and Two Sewer Pipelines. Expenditure: $137,260

RECOMMENDATION

Recommendation of the Public Works Director that City Council award a Consulting Services Agreement in the amount of $137,260 and for a term of one year to PBS&J to perform construction inspection services for the Del Amo Blvd Extension, T-30 – Phase 1, Reroute of Two Water and Two Sewer Pipelines.

Funding

Funding is available from the Del Amo Boulevard Extension, T-30. $95,395.70 will be paid from the T-30 METRO grant account and $41,864.30 will be paid from the T-30 Prop 1B account.

BACKGROUND AND ANALYSIS

The Del Amo Boulevard Extension, T-30 ("T-30 Project") is included in the adopted Capital Budget. All design work and right-of-way acquisition, easements and rights-of-entry have been secured. Staff is now initiating the construction phase of this significant project and construction activities will be separated into two phases. Phase 1 will reroute two water and two sewer pipelines.

On November 17, 2009, Your Honorable Body awarded a Public Works Agreement to Blois Construction, Inc. to construct Phase 1. Work will begin in January 2010 and be ongoing for approximately 9 months. The limits are from Maple Avenue to Crenshaw Boulevard. Improvements include the relocation of City water and sewer pipelines, a California Water Service Company water pipeline, and a County Sanitation Districts of Los Angeles County sewer pipeline. The total construction cost for Phase 1 is approximately $1,700,000, including the 5% construction contingency. Because the project location is outside of public right of way, there will be no impacts to traffic.

Construction of Phase 1 project requires full-time construction inspection services for approximately 170 weekdays and 10 weeknights. Services include coordination with two outside agencies. Due to the complexity of the project, its time demand and the current workload of City inspectors, contract construction inspection services are required. Public Works staff will perform construction management.

Consulting Services Agreement: PBS&J

Staff solicited a statement of qualifications from five firms qualified to provide construction inspection services for the Phase 1, T-30 project. The four firms that responded are: Bureau Veritas, KOA Corporation/CBM Consulting, PBS&J and RBF Consulting. The four firms were then evaluated with respect to overall experience with similar projects; familiarity with the utility companies involved in the T-30 project, hourly rates and their availability. As a result of that evaluation, staff interviewed inspectors from three of the four firms. Based on their qualifications and responses at the interview, the inspector from PBS&J was determined most qualified to perform construction inspection for Phase 1 of the T-30 project. Phase 1 also requires a significant amount of coordination with and oversight of multiple inspectors from the County Sanitation Districts and California Water Service Company. Additionally, owners of oil pipelines to be relocated as part of ExxonMobil's project will be present during the Phase 1 construction. The City's inspector will be required to coordinate with those owners. Therefore it is most desirable to utilize the past expertise of an inspector that has performed in this capacity for previous projects. The inspector from PBS&J was deemed the most qualified because of his experience with supervising multiple inspectors, in addition to his previous construction inspection experience.

PBS&J proposes to perform full-time inspection services for a total amount of $137,260. The proposed Consulting Services Agreement will provide the required construction inspection services for Phase 1 of the T-30 Project.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By Craig Bilezerian
Engineering Manager

CONCUR:

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

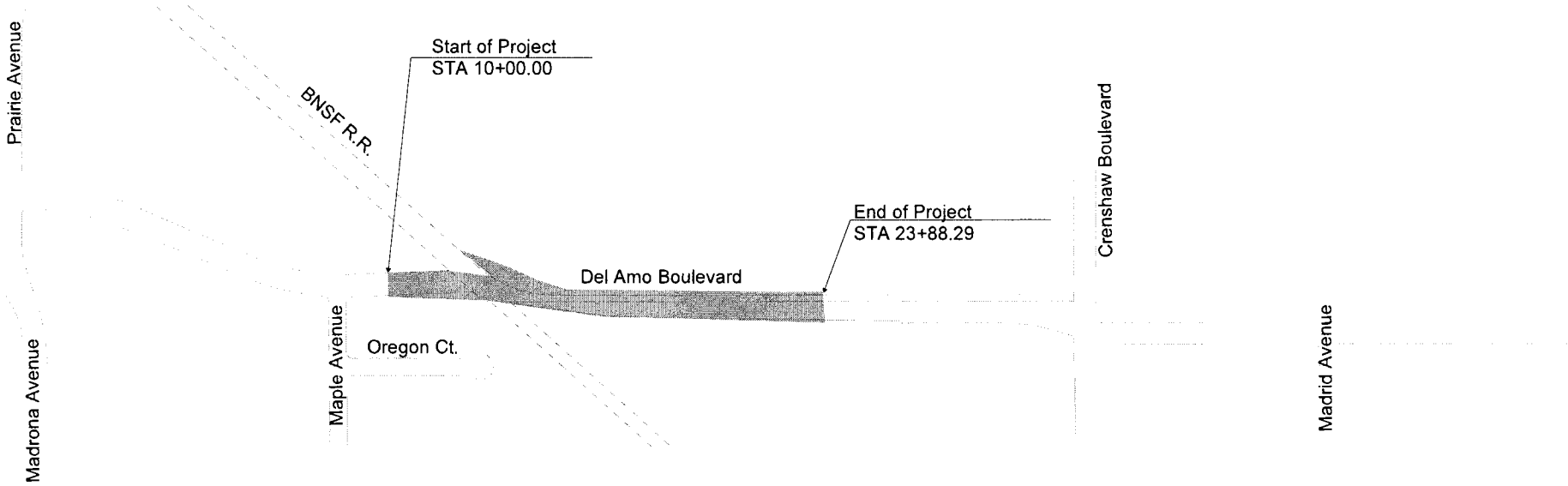
Attachment: A. Project Location Map
B. Consulting Services Agreement-PBS&J

ATTACHMENT A

City of Torrance - Public Works Department

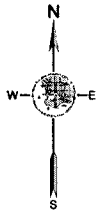
Del Amo Boulevard Extension, T-30

Phase 1- Reroute of Two Water and Two Sewer Pipelines



Total Project Length: 0.26 mile

PROJECT LOCATION MAP



NOT TO SCALE

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CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of December 15, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Post, Buckley, Schuh & Jernigan, Inc., a Florida Corporation, d/b/a PBS&J ("CONSULTANT").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide construction inspection services for the Del Amo Boulevard Extension, T-30 - Phase 1 Reroute of Two Water and Two Sewer Pipelines; B2009-37.

B. In order to obtain the desired services, the CITY has circulated its Statement of Qualifications to provide construction inspection services for the Del Amo Boulevard Extension, T-30 - Phase 1 Reroute of Two Water and Two Sewer Pipelines; B2009-37.

C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the Statement of Qualifications. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the Statement of Qualifications. Based upon its review of all proposals submitted in response to the Statement of Qualifications, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through 12/31/2010.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $137,260.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

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

8. CONSULTANT REPRESENTATIVE(S)

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

Joseph S. Smith, Vice President, California Division
Manager, Construction Management
Craig Hogan, Sr. Vice President, Regional Business
Sector Manager , Construction Management
West/Central

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between the CITY and the CONSULTANT, will be kept on a generally recognized accounting basis.

CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

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

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

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

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

(2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual

obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

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

(4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other

advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

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

(1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

(2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

(3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

ATTN: Dino D'Emilia, PE
Senior Group Manager
Construction Services | PBS&J
625 The City Drive South, Suite 200
Orange, CA 92868

Fax: 714.750.2501

CITY:

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

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONSULTANT'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

_____
Frank Scotto, Mayor

Post, Buckley, Schuh & Jernigan, Inc., d/b/a PBS&J
a Florida C Corporation

By: _____
Craig Hogan, Sr. Vice President, Regional Business Sector Manager , Construction Management West/Central

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Statement of Qualifications
Exhibit B: Proposal

Revised..: 10/29/2008

EXHIBIT A

STATEMENT OF QUALIFICATIONS

Overstreet, Elizabeth

From: Bilezerian, Craig

Sent: Monday, November 02, 2009 6:17 PM

To: 'Dino D'Emilia (dpdemilia@pbsj.com)'; 'Chuck Stephan'; 'alanb@koacorporation.com'; 'WQuesada@moffattnichol.com'; 'Bisang, Tresha'; 'gary.heinbuch@us.bureauveritas.com'; 'Gary Miller'

Cc: Bilezerian, Craig; Overstreet, Elizabeth

Subject: Del Amo Blvd Extension, T-30- Phase 1: Reroute of Two Water & Two Sewer Pipelines

Attachments: Inspector's Tasks and Duties.pdf; 28648_1.doc

Fellow Colleagues,
The City of Torrance is soliciting a Statement of Qualifications (SOQ) from a pre-selected small group of qualified firms to provide construction inspection services for the subject project. Your firm was selected and is invited to submit its SOQ.

The subject project will reroute two water and two sewer pipelines to accommodate the future construction of the Del Amo Blvd Extension. The work area is located along the proposed alignment of Del Amo Blvd between Maple Ave and Crenshaw Blvd. Plans, Specifications and other information are available for viewing/printing on the City's website at http://www.torranceca.gov/9980.htm.

The estimated construction cost is $1.5M. The construction duration is approximately 180 working days, the majority of which will require full-time inspection. It is anticipated the construction contract will be awarded on November 17, 2009 and construction will begin in January 2010.

Your SOQ should include:

1. Resumes of qualified inspectors with a background in the construction of water and sewer pipelines. Prior background with California Water Service and LA County Sanitation District pipelines is preferred.

2. Each resume of a proposed Inspector should list the relevant completed project(s).

3. A Fee Schedule or a listing of proposed normal hourly, overtime and Sunday hourly rates for the proposed personnel. The hourly rate shall include all items necessary to perform the work. This includes, but is not limited to, inspection documents, tools and equipment, a vehicle, a cell phone and telecommunication charges, mileage and other incidentals. No additional compensation shall be allowed. A list of desired Inspector's Tasks and Duties is attached.

4. A sample of the City's Consulting Services Agreement is attached for your review. Your SOQ should indicate any objection to the pro-forma language.

The City's Public Works Department is in close proximity to the work site. Therefore, office supplies and equipment (scanning, copying, emailing, etc.) are available at no cost.

SOQs ARE DUE NO LATER THAN 10:00 A.M. ON MONDAY, NOVEMBER 16, 2009. Please email a pdf version of your SOQ to this email address. No paper copies will be accepted.

For further information, please contact me or Beth Overstreet, Engineering Manager at (310) 618-3074.

*** Please update your records. Our domain name (URL) has changed to: TorranceCA.Gov**

Craig Bilezerian, P.E.
Engineering Manager | Public Works Department
City of Torrance | 20500 Madrona Avenue | Torrance CA 90503 | 310.618.3054 voice | 310.781.6902 fax | cbilezerian@TorranceCA.gov | www.tormet.com

DEL AMO BOULEVARD EXTENSION, T-30
PHASE 1, REROUTE OF TWO WATER AND TWO SEWER PIPELINES

PUBLIC WORKS INPECTOR'S TASKS AND DUTIES

- Review the Contractor's proposed construction schedule. In conjunction with the City's Project Engineer, enforce the construction schedule.
- ~~Ensure~~ Require, monitor and document compliance with the Contract and Specifications
- Assist in the review of "submittals" required by the Plans and Specifications
- Attend pre-construction meeting and weekly progress meetings
- Assist with coordination between City's Project Engineer, Contractor, California Water (Cal Water) Service Company's Inspector, LA County Sanitation Districts' (LACSD) Inspector, ExxonMobil Inspectors and Contractors, Geo-technical engineer, TMT So. Bay Business Park representative, etc.
- Be present at all times when construction is in progress
- **Review contractor performance**
- Act as the liaison between the affected property owners, the Contractor and CITY
- Provide assistance and direction to technicians performing materials tests. Measure the work in-place to verify quantities
- Review invoices from the Contractor, Cal Water Inspector's and LACSD
- Assist in the review and processing of Change Orders.
- Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.)
- Periodically review traffic control measures, including placement of signs and barricades
- Review items requiring corrective action with contractor and City._ Develop "Punch List" items and monitor corrections made.
- Prepare red-line set of as-built plans

NOTE:

ExxonMobil Oil Corporation will be relocating their oil pipelines within the project area. The City's sewer relocation will require coordination with ExxonMobil's contractors and inspectors. Sewer manholes will need to be constructed in phases, due to the proximity of the oil pipelines.

- Cal Water will have an inspector for the installation of their 18" water pipeline and will be submitting invoices for their services. City's inspector shall verify time invoiced.
- LA County Sanitation will have an inspector for the installation of their 24" sewer pipeline and will be submitting invoices for their services. City's inspector shall verify time invoiced.
- Nighttime work will be required for sewer bypass operations.

CONSULTING SERVICES AGREEMENT

This CONSULTING 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 Insert name and business entity description, i.e. XYZ Corporation, a California Corporation ("CONSULTANT").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to Insert brief description of services.

B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Insert brief title of RFP, RFP No. Insert RFP No. (the "RFP").

C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

AGREEMENT:

1. <u>SERVICES TO BE PERFORMED BY CONSULTANT</u>

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

2. <u>TERM</u>

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

3. <u>COMPENSATION</u>

A. CONSULTANT's Fee.

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

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

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

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

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

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

11. **OTHER LICENSES AND PERMITS**
CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

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

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

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

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

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

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

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

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

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

(4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

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

(1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

(2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

(3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

(4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

(5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

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

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONSULTANT'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Insert name of business
Insert type of entity

By: _____
Insert Name and Title

Attachments: Exhibit A: RFP
Exhibit B: Proposal

Revised..: 10/29/2008

EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]

EXHIBIT B

PROPOSAL

[To be attached]

EXHIBIT B

PROPOSAL

PBS&J®

An employee-owned company

November 16, 2009

Craig Bilezerian and Beth Overstreet
Engineering Managers
CITY OF TORRANCE
20500 Madrona Ave
Torrance, CA 90254
Via email to: CBilezerian@torranceCA.gov, Eoverstreet@torranceCA.gov

Subject: Statement of Qualifications to provide construction inspection services for the Del Amo Blvd Extension, T-30- Phase 1: Reroute of Two Water & Two Sewer Pipelines

Dear Craig and Beth:

We understand the City of Torrance's need to engage consultant construction inspection services to augment City staff on this very important City CIP project. *PBS&J can help!*

This letter serves as our statement of qulalifications to provide construction inpection services to provide oversight and coordination of the rerouting of two water and two sewer pipelines to accommodate the future construction of the Del Amo Blvd Extension. Our proposed inspection candidate biographies, project understanding, suggested revisions to the Inspector's Tasks and Duties, and proposed rates are included below for your consideration. As indicated in the request for qualifications, this statement of qualifications is limited to showcasing the relevant experience of the proposed team members and intentionally omits any PBS&J firm marketing information. Additional information about the firm can be provided at your request, or visit www.pbsj.com.

Construction Inpsection Candidates

We have selected three inspection candidates for your consideration. The proposed inspectors were selected for their extensive, relevant experience on utility relocation projects (and more specifically those involving water and sewer projects within industrial environments) as well as for their experience on large, complex roadway improvement projects similar to the Del Amo Extension Project. Accordingly, all of the three proposed inspectors are exceptionally well suited and available to perform the inspection on this Phase 1 of the project, as well as to be available for the subsequent phases of the project if so desired by the City. Biographies of the proposed construction inspection candidates are included below.

John White

Mr. White has 29 years experience in the construction industry. As senior inspector / construction manager for many public and private works projects within Los Angeles, Orange, and San Diego counties, Mr. White's responsibilities have included oversight of water and sewer distribution system expansions and relocations, new bridges, highway and roadway street improvements, industrial and domestic treatment plants, pump stations,

and reservoirs. He has been the designated safety officer at water districts and engineering firms. Mr. White's expeience also includes working as a certified underground utilities locating specialist utilizing radio frequency transmission and reception equipment for design and/or construction purposes.

He developed work plans, scheduling, coordination of subcontractors for surveying, geotechnical testing, welding inspection, concrete testing, systems validation, and acted as project liaison to clients and regulatory agencies for various projects. Additionally, his certifications include conducting nuclear soils density testing, rebar inspection, welding inspection, concrete testing methods, and is a Hazwoper approved emergency responder. He has generated and implemented confined space entry permits as required by the applicable agencies.

Hoang Nguen

Mr. Nguyen has 27 years experience in the construction industry, primarily serving as an inspector for pipelines, structures, roadways, pump stations, storage tanks, and tunnels. He has direct involvement from conceptual design phase, review through design, construction, inspection, testing, and system turnover and project closeout

Keith Forbes

Mr. Forbes has over 26 years of inspection experience involving private and public works sectors, as well as federal government projects. Keith was the lead inspector for the City of Torrance Abalone/223rd Project and he has experience with federally funded projects, Caltrans specifications and standards, documentation and report procedures, and coordination with multiple agencies and utility companies simultaneously. Mr. Forbes is Caltrans and OSHA Highway safety trained. He has performed inspection services on a wide variety of public projects such as roadways, major utility relocations, highways, light rail stations, and wastewater treatment plants

I, Dino D'Emilia, will personally oversee and assure the City's satisfaction with the construction inspection services contract. I have former experience delivering similar sevices to the City and have a personal stake in the success of this project as a resident of Torrance. Resumes detailing specific relevant experience are attached for your consideration.

Project Understanding

This advanced Phase 1 will reroute two water and two sewer pipelines to accommodate the future construction of the Del Amo Blvd Extension Project, while the City finalizes right of way certification necessary to obtain authorization to proceed with construction (E-76) from Caltrans for the extension. Del Amo Boulevard is located in the central portion of the City of Torrance. The limits of the proposed Del Amo Extension project are between Crenshaw Boulevard and Madrona Avenue/Prairie Avenue. The project site is currently a vacant right-of-way, surrounded by industrial and manufacturing uses, including the Exxon-Mobil refinery to the north and Dow Chemical to the south. The proposed project would complete the missing segment of Del Amo Boulevard between Crenshaw Boulevard and Maple Avenue and it would widen the existing

segment of Del Amo Boulevard between Maple Avenue and Prairie Avenue. When constructed, Del Amo Boulevard will be a four-lane divided roadway within the project limits and provide an additional east-west route throughout the City. Construction also includes a new bridge over the Burlington Northern Santa Fe railroad tracks, drainage improvements and relocation of existing utilities.

The City will perform construction administration and management functions for the project with its own staff, with assistance by the firm selected as a result of this request for qualifications to perform construction inspection services.

Suggested Revisions to the Inspectors Tasks and Duties:

PBS&J believes it is in the City best interest to have an insurable contract for professional services engaged for delivery of the project. To that end, the following suggested revision to the Inspector's Tasks and Duties that were attached to the City's request for qualifications email achieves the same resultant scope of services, but removes assurance language generally discouraged by professional liability insurers:

Replace the Second Bulleted item that reads:

- "Ensure compliance with the Contract and Specifications"

with

- "Require, monitor and document compliance with the Contract and Specifications by the Contractor"

PBS&J has no other suggested revisions to the Inpectors Tasks and Duties or the sample of the City's Consulting Services Agreement that was included with the RFQ.

Proposed Rates

The following hourly rates are proposed for the proposed inspection services, which are discounted from our standard rate schedule:

Classification	Regular	Night	Overtime	Sunday & Holidays
Non-prevailing Wage Sr. Field Representative	$74.00	$86	$116	$161
Prevailing Wage Sr. Field Representative	$94.00	$106	$120	$165

Notes:

1) A daily minimum 4 hour callout applies.
2) The hourly s above include all items necessary to perform the work.

3) The above rates include, inspection documents, tools and equipment, a vehicle, a cell phone and telecommunication charges, mileage and other project related incidentals. No separate charges will be billed to the City unless specifically requested, and with previous written approval provided by, the City.
4) The City will provide a workspace (if necesssary), office supplies and equipment (scanning, copying, emailing, etc.) at City facilities for the inspector assigned to the project.

We are dedicated to exceeding your expectations and look forward to the opportunity to work with. If you have any questions or want to discuss this proposal further, please contact me at 714.458.0703 or via email at dpdemilia@pbsj.com.

Respectfully submitted,

Dino D'Emilia, P. E.
Senior Program Manager
Construction Services

John White

Senior Field Representative

Certifications

State of California Water Treatment Operator Grade I Certificate
AWWA Water Distribution Operator Grade I Certificate
Backflow Device Testing, Certificate of Competence-
California OSHA Compliance Certification
Trenching, Shoring and Soils Analysis "Competent Person Awareness" Certification
Radiation Safety Officer Certification
Certified Concrete Technician and Inspector
Confined Space Safety Certification
Certified Underground Utilities Locating Specialist
Management and Supervision Certificate
Certified Welder/Inspector
Hazardous Waste Operations and Emergency Response

Mr. White has 29 years experience in the construction industry. He has worked for prominent public works agencies, municipal water districts, and private sector consulting firms. His experience includes highway and roadway street improvements, construction management, senior engineering inspection, industrial and domestic treatment plant operations and maintenance, water distribution system expansions, pump stations, and reservoirs. Duties have included project documentation, liaison between contractor and owner, public relations, certified welding and fabrication work. Additional tasks also involved the training and supervision of technicians pertaining to inspection and operation and maintenance of the facilities. His selected project experience includes:

Metropolitan Water District of Los Angeles, South Orange County, California. Mr. White was project manager and inspector for 28 miles of 66-inch diameter domestic water pipeline, associated sanitary sewer, and reclaimed water systems. This project for the Santa Margarita Water District was completed in four years.

Gateway Center Industrial Wastewater Treatment Plant, Union Station, Los Angeles, California. Construction and operations manager for this treatment plant involving 2.5 mgd discharge. The project duration was three years.

Santiago Pits Pump Station, Orange County Water District, Los Alamitos, California. Field representative provided inspection and materials testing services for a submerged pump station and 1,500 feet of 36-inch diameter concrete mortar lined and coated steel piping for the Orange County Water District.

Goldenwest Street and Garfield Avenue Widening, PLC Property Development Corp., Huntington Beach, California. Project inspector for the widening of three miles of Goldenwest Street and Garfield Avenue, in the City of Huntington Beach. Responsibilities included demolition of 60 feet of newly acquired right-of-way, inspection and testing for all phases of subgrade, aggregate base, concrete, and new asphalt. Tasks included inspection of new box culvert structures and 3,000 feet of 48-inch storm drain.

Lakeland Village System Improvements, Elsinore Valley Municipal Water District, Lake Elsinore, California. Resident Engineer on this $4 million EVMWD project, which includes site grading of a vacant lot, installation of soldier piles, tie backs, lagging and a reinforced gunite wall. Other project highlights included construction of a 800,000 gallon reservoir, 2 pump stations one at the reservoir site and one independent pump station, coordination with Southern California Edison, County of Riverside and District staff. The work included environmental fencing and flagging, clearing and grubbing, temporary erosion control, excavation, shoring and bracing, temporary fencing, construction of reservoir and 2 pump station, installing cathodic protection system, placing reinforcing steel and concrete encasement, backfill, disinfection of tank and piping, access road restoration, hydro seeding, and revegetation.

Salt Creek Ozone Treatment Facility, City of Dana Point, Dana Point, California. Senior inspector for the project involving 600 feet of 36-inch diameter bored casing; pump station and treatment facility construction oversight including conveyance piping, appurtenances, and improvements. Work included

erosion control best management practices (BMP) and water quality inspections and documentation. This project for the City of Dana Point was completed in one-year and received National Recognition Awards from the APWA and CMAA.

Sycamore Creek Trail Park, City of Dana Point, Dana Point, California. Construction inspector responsible for inspection services of the new community park construction for the City of Dana Point. Work included utilities, storm drain, mass grading, elaborate landscaping irrigation, and concrete and asphalt street improvements including erosion control BMP's monitoring and documentation.

Palomar Airport Road Bridge Overpass, Caltrans and SDG&E, Carlsbad, California. Project coordinator and inspector for this bridge expansion project involving utilities, storm drain, and structures installation.

Capistrano Beach Priority 1 Drainage Improvements System, City of Dana Point, Dana Point, California. Senior inspector for the installation of storm drains ranging in diameter from 30- to 72-inches for the City of Dana Point. This one-year project included tunnel and jacking, RCB's and unique drainage structures, CDS unit, wet and dry utility relocations, general concrete flatwork, and street resurfacing. Work included erosion control BMP's and water quality monitoring and documentation.

Pathfinder and Ridgeline Twin Reservoirs and Pump Stations, Diamond Bar, California. Senior inspector for the reservoir and pump station projects.

WR-1 Terminal Storage & Hydroelectric Generating Station, Walnut, California. Senior inspector for this project.

J.P. Bourdet Reclaimed Treatment Plant/Pump Station, Walnut, California. Senior inspector for this project.

Yucaipa Valley Advanced Wastewater Treatment Plant Expansion, Calimesa, California. Senior inspector for this project.

Oso Creek Treatment Plant, Bioreactor RAS & WAS Modifications, Mission Viejo, California. Senior inspector for this project involving extensive treatment plant upgrades and improvements.

Carmenita Road Improvements, Santa Fe Springs, California. Senior inspector for the Golden West Refinery. The project involved 3,700 feet of 90-inch diameter ring-tight storm drain installation, new concrete retention basin, landscaping compliance, and associated concrete structures.

Annual Roadway Resurfacing Program, City of Dana Point, Dana Point, California. Construction inspector responsible for inspection services on the City of Dana Point's annual roadway resurfacing projects from 2003 through 2007. The projects encompassed 11 zones that required major asphalt resurfacing, construction installation of 175 ADA compliant wheel chair ramps, drainage improvements, retaining walls and additional concrete flat work. Additional tasks included documentation and monitoring of erosion control BMP's and water quality oversight.

John White
Senior Field Representative

Residential Development, MBK Builders, John Laing & Associates, Fieldstone Homes, Chino and Norco, California. Construction inspector for multiple residential developments in the cities of Chino and Norcos. Work included footings and pre-stressed slab inspections, concrete quality control, and construction of new street sections.

Professional Development

Supervision and Management Certificate, Irvine Valley College, Irvine, California, 1993

Introduction to Water Supply, Azusa Pacific College, Azusa, California, 1975

Water Treatment and Distribution, Citrus Junior College, Glendora, California, 1977

Water Supply Technology 50B, Mount San Antonio Junior College, Walnut, California, 1978

Water Quality Control 54, Mount San Antonio Junior College, Walnut, California, 1979

Survey of Electronics (A.C. and D.C.), Cabrillo Junior College, Santa Cruz, California, 1982

Backflow Prevention and Cross-Connection Control, University of Southern California, Los Angeles, California, 1986

Facilities Electronics Theory and Telemetering/Fiber Optics, Rancho Santiago College, Santa Ana, California, 1989 and 1982

Programmable Logic Controllers and Electrical Safety, National Technology Institute, Denver, Colorado, 1993 and 1994

Honors and Awards

Employee of the Year Award - Outstanding Performance in Engineering, Walnut Valley Water District, 1987

Employee of the Year Award - Outstanding Performance in Operations, Walnut Valley Water District, 1985

Hoang T. Nguyen

Senior Field Representative

Education

A.A., Automotive Technology, Southeast Community College, Milford, Nebraska, 1997

Certifications

USACE Construction Management Certificate, 2004

ACI Concrete Field Testing Technician Grade I ACI Certificate # 01026684

Associate Welding Inspector - AWS Certificate # 08011134

Mr. Nguyen has 27 years experience in the construction industry, primarily in the building of pipelines, structures, pump stations, storage tanks, and tunnels. He has direct involvement from conceptual design phase, review through design, construction, inspection, testing, and system turnover and project closeout. His project experience includes:

Trunk Sewer Replacement and Rehabilitation, Long Beach Water Department, Long Beach, California. Mr. Nguyen was a field inspector for construction of 6,130 feet of 36-inch ID vitrified clay pipe by micro-tunneling, 72-inch manhole structures, excavation and installation of the 12-inch VCP on Broadway Street in downtown Long Beach.

Carmel Valley Trunk Sewer, Metropolitan Wastewater Department, San Diego, California. Mr. Nguyen was a field inspector for the installation and testing of 10,000 linear feet of 30-inch C-905, 4,000 linear feet of 24-inch C905 piping; 42-inch, 36-inch welded steel casing; 36-inch, 72-inch ID pre-cast manhole and post video inspection of installed piping. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

Otay Mesa Trunk Sewer Phase 2A2, Metropolitan Wastewater Department, San Diego, California. Mr. Nguyen was a field inspector for the City of San Diego in construction of 5,000 lf of 42-inch HDPE and PVC piping. This project included bore and jack tunneling, installation of pre-cast manhole, testing of piping, manhole and street improvement. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

Mesa Drive Water Main and Two Pressure Reducing Stations, City of Oceanside, California. Mr. Nguyen was a field inspector for installation and testing of 12,000 feet of 24-in DIP TR flex pipe (350 PSI system), AVAC, Cathodic Protection system, two pressure reducing stations, street repair and improvement. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

Forester Creek Improvements, City of Santee, California. Mr. Nguyen was a field inspector for this APWA National Project of the Year Award winning construction of creek improvements including demolition of existing structures and bridge; excavation and construction of new creek channel; installation of 21-inch C900 pipe, 36-inch VCP sewer pipe; sewer pre-cast manhole; 18-inch, 24-inch, 54-inch RCP storm drain pipe, curb inlet/outlet structures, testing of piping, manhole and post video inspection of sewer piping. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

L'Auberge Hotel Improvement and Stratford Court Grading Projects, City of Del Mar, California. Mr. Nguyen is City inspector for all construction improvements in City R.O.W. Oversaw installation of and maintenance of construction erosion, Sediment BMPs on project sites. Inspect rough grading, final grading, installation of concrete Curb and Gutter, sidewalks, driveway approach, ADA ramp, site drainage, storm drain, irrigation, AC paving, slurry seal street and photo documentation.

Hoang T. Nguyen
Senior Field Representative

Valley Center Storm Drain Repair, County of San Diego, California. Mr. Nguyen was a field inspector for the installation of 24-inch RCP piping, concrete headwall, rip rap rocks, repair and replacement of curb/gutter and resurface asphalt street. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

Pipeline Rehabilitation Metropolitan Wastewater Department Capital Improvement Program, San Diego, California. Mr. Nguyen was an inspector for the rehabilitation of 28 miles of sewer mainline throughout the San Diego area. This contract comprised the video and sewer main rehabilitation of approximately 28 miles using CIPP Liner ranging from 8- to 18-inch-diameter pipe (mostly vitrified clay), including service lateral (top-hat) connections, partial lining of 2,615 sewer house laterals, rehabilitation by the vertical foot or replacement of approximately 682 manholes and installation of 2,615 service lateral clean-outs. All rehabilitated mainline, sewer laterals, manholes and clean-outs were verified by a final post lining video, which was also used for the final as-built drawings.

Water Pipeline Extension, Otay Water District, La Mesa, California. Mr. Nguyen was a field inspector for installation of 30-inch steel welded water main.

As-Needed Pipeline Rehabilitation, Metropolitan Wastewater Department, San Diego, California. Mr. Nguyen was an inspector for monitoring installation, inspection and testing of cured-in-place piping, Ribloc, pipe bursting, and sealing of the associated sewer service lateral pipes.

680 Recycled Reservoir/944 Recycled Pump Station, Otay Water District,Chula Vista, California. Mr. Nguyen was a field inspector/coordinator for construction of a 3.4-million-gallon subterranean pre-stressed, post-tensioned, wire-wrapped concrete reservoir for recycled water and a 12-mgd recycled water pump station using three 350-hp VFD pumps. He inspected cast-in-place pre-stressed concrete tank, pump station building, Bridge Crane, FRP tank, HVAC fans, coils, Condensing unit, Ductworks, FRP ducts, Vertical Turbine Pumps, Sump Pumps, underground RCP, CML&C, PVC, C-900 piping, field pressure test of all piping and leak test of tank. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

South Bay Water Reclamation Plant, Metropolitan Wastewater Department Capital Improvement Program, San Diego, California. Mr. Nguyen was a field inspector for construction of wastewater treatment plant, pump station and storage tank. Inspection included installation of mechanical equipment for flow equalization basins, headworks, primary sedimentation building, aeration building, blower building, secondary clarifiers, tertiary filters, pump station, UV basins, chemical building, control building, operations building, maintenance building, and main plant switch gear building. He inspected installation of PVC lining for structures. He completed all piping related inspections, air testing, hydrostatic testing, PVC lined pipe spark testing, ductile iron testing, dual containment chemical pipe, HDPE fusion bonded pipeline, 72-inch concrete encased welded pipe, chilled and hot water pre-insulated pipe, fiberglass piping and related mechanical equipment (cranes, pumps, tanks, boilers, chillers, blowers, diffusers, bubblers, UV equipment, motor control valves, sluice gates, slide gates, chain drive equipment, baffles, HVAC units, fan hoods, grit hoppers,

and FRP tanks). This reclamation plant included two wire wrapped pre-stressed concrete tanks approximately 65 feet in diameter. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

Dairy Mart Road Bridge, Metropolitan Wastewater Department Capital Improvement Program, San Diego, California. Mr. Nguyen was a field inspector for a 300-meter, post-tension, box culvert bridge, main sewer pipelines, using Caltrans specifications.

South Bay Force Mains, Metropolitan Wastewater Department, San Diego, California. Mr. Nguyen was a field inspector for 2.6 miles of 30- and 10-inch ductile iron pipelines and associated subterranean vaults, pressure relief valves and manholes in public right-of-ways. He inspected and implemented storm water prevention controls.

South Bay Ocean Outfall Tunnel, Metropolitan Wastewater Department, San Diego, California. Mr. Nguyen was an inspector for the construction of a drop shaft and 3.6-mile-long, 144-inch tunnel with pre-cast concrete segments internal diameter of 11 feet. He monitored construction activities of tunnel and associated structures. The project included inspecting the installation and testing of concrete segments and installation of 144-inch reinforced concrete pipe.

North City Raw Sludge and Water Pipelines-II, Metropolitan Wastewater Department, San Diego, California. Mr. Nguyen was a resident engineer and inspector responsible for all construction phases, including construction of five soft ground tunnels, installation of 16-inch and 20-inch sewer ductile piping, 36-inch reclaimed water steel welded piping, 10-inch HDPE gas line, fiber optic conduit and cable. He coordinated inspections and interfaced with other associated agencies. He served as a qualified person for site storm water pollution prevention plan.

Water Pipeline Construction, San Diego Water Authority, San Diego, California. Mr. Nguyen was an inspector for all construction phases of 96-inch welded steel pipe. He monitored work site traffic plans for compliance with safety and City requirements. The project involved monitoring trench dewatering, installation of the 96-inch welded steel pipe, fiber optic conduit and cable, drilling and blasting of rocks, constructing valve structures, rebar installation, concrete placements, fiber optic installation, road repair, asphalt paving, street improvement, relocation of utilities. He performed inspection of pipe welds, dye penetration tests, joints wrapping, and grouting. He observed hydrostatic testing on 96-inch water line. He prepared daily inspection reports. He was also responsible for inspection of all phases of the work including implementation of BMPs and SWPPP on the project site.

Public Works Department, City of Dana Point, California. City inspector for all construction improvements in city R.O.W. Responsibilities included oversight of the installation of and maintenance of construction erosion, sediment BMPs by all contractors on the project site. Inspected rough grading, final grading, installation of curb and gutter, sidewalks, driveway approach, site drainage, Storm drain, irrigation, street repair & photo documentation.

Professional Development

Hoang T. Nguyen
Senior Field Representative

Training
VT3 & VT4 Visual inspection - Bechtel Power Corp. 1988
Reinforced Concrete Inspection - G-Force 2005
Structural Welding Inspection - G-Force 2005
Excavation Safety & Shoring/OSHA - PBS&J 2008
Erosion & Sediment control - PBS&J 2008
Concrete Damage Evaluation & Repairing - PBS&J 2008
Health and Safety - PBS&J 2008

Keith O. Forbes

Senior Field Representative

Education

Columbia College, Sonora, CA
Us Army Corps of Engineers Training

Certifications

ICBO Structural Concrete
ACI Level II Certification
NICET Rail and Subway
Architectural
General
Mechanical
HVAC
Concrete
Structural
Civil/ Grading
Electrical
OSHA 500
Public Works Inspection

Mr. Forbes has over 20 years of experience in the inspection field for construction projects in the private, municipal, and public works sectors, as well as federal government projects. He possesses a strong background in many areas including on-site inspection, plans examination, project coordination, working with architects and planners, report preparation, document control, and client relations. He has experience with CALTRANS specifications and standards, documentation and report procedures, experience with coordination and interfacing with multiple agencies simultaneously. Additionally, Mr. Forbes is CALTRANS and OSHA Hwy safety trained. His project experience includes:

223rd and Abalone Improvements, City of Torrance, California. Senior inspector responsible for performing inspection services for full infrastructure and roadway improvements for this $2 million project. Mr. Forbes coordinated closely with the City's staff, contractor and general public to complete the project on time and within budget. The improvements included street reconstruction, overlays, curb and gutter, storm drain, waterlines, sewer, and landscape improvements.

City of Ceres: Senior Construction Inspector. Fourteen mile 18" ductile iron force main from Ceres WWTP to Turloch WWTP, CA.

Waste Water Treatment Plant, Ceres, CA: Senior Construction Inspector. Export pump station.

City of Roseville: Senior Construction Inspector. Responsible for underground utilities and joint trench inspection on commercial projects.

Alameda Corridor Transportation Authority, North End Projects, CA: Inspector for a multi-mile reconstruction of railroad bridge, widening of existing bridge, excavation work, demolition and reconstruction of 300-foot box culvert, landscaping, new track installation, and signal installation.

Alameda Corridor East Construction Authority, Jump Start Safety Program, Irwindale, CA: Resident Inspector for a $23 million heavy civil and heavy rail project. Inspection involves safety improvements to up to 45 surface intersections along a 30-mile route. This project is a portion of the nationally significant, rail improvement project to improve safety and traffic/rail delays through the San Gabriel Valley.

Pavement Overlay and Slurry Seal, Chino Hills, California. Senior inspector responsible for performing inspection services and public relations for 91 streets that involved slurry seal, overlay, reconstruction and striping. Mr. Forbes coordinated and inspected the installation of drainage facilities that were designed by CBM on a fast track schedule after construction started.

Pedestrian & Parking Lot Enhancements, City of Santa Monica, CA: Lead Inspector. Services included inspection for this multi-faceted, fast track, public improvement project. The project consists of three bid packages to be phased with other major construction occurring in the area. Project elements include: streetscape improvements, pedestrian crosswalks, curb extensions, street re-alignments, sidewalk widenings, landscaping, parking lot reconstruction, traffic signal improvements, drainage improvements, utility coordination, street reconstruction and overlays and coordination with five other projects all

scheduled for construction within the same year.

215 Freeway Western Segment, Las Vegas Beltway, Section 11A, Clark County Public Works, Clark County, NV: Inspector for this $20 million project, scheduled for completion in 390 days. Responsible for construction inspection of a three mile stretch of freeway including three bridges, storm drain system, street lighting, traffic signals, and paving. The project is part of Clark County's accelerated plan to circle the Las Vegas metropolitan area to improve traffic circulation throughout the Valley and includes two diamond interchanges using soffit-fill construction, a twin bridge grade separation, 12 miles of the initial four lanes of the eight lane PCC pavement highway and associated drainage, traffic and retaining wall improvements.

Red Line B-271 Subway Station - Los Angeles Metropolitan Transit Authority: Senior Inspector. Performed inspection services, plans examination and project coordination for the construction manager of Los Angeles Metropolitan Transit Authority construction, roadway construction/restoration and electrical power installation projects ranging in value from $30 million to $200 million. Responsible for inspection and placement of all reinforcing steel, concrete and H.D.P.E., inspection on all architectural finishes as well as all mechanical and electrical installations. Tracked contractor's manpower and progress in relation to critical milestones.

City of Elk Grove: Senior Construction Inspector. Inspected slurry sealing and re-striping of 86 city streets.

Highway 101/Millbrae Avenue Interchange Project: Inspector. Responsible for bridge reconfiguration inspection, concrete placement, and roadway work.

DEL AMO BOULEVARD EXTENSION, T-30
PHASE 1, REROUTE OF TWO WATER AND TWO SEWER PIPELINES

COMPENSATION SCHEDULE for PBS&J

PRE and POST CONSTRUCTION		**Hours**	**Rate/hr**	Totals
Pre-Construction Conference		2	94	$ 188.00
Prepare punchlist; review as-builts; project closeout		8	94	$ 752.00
CONSTRUCTION PHASE	**Days**	**Hours**	**Rate/hr**	
Hourly Rates				
Construction inspection (Weekdays)	170	8	$ 94	$ 127,840.00
Construction inspection (Nights) for 10 working days	10	8	$ 106	$ 8,480.00
TOTAL FEE PROPOSAL:				**$ 137,260.00**

Note: This compensation schedule was prepared by City staff using the actual hourly rates provided by PBS&J. The intent was to determine the not-to-exceed cost for the contract. It is considered a part of the "Proposal" for reference.