

Council Meeting of
February 9, 2010

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

Members of the Council:

SUBJECT: Public Works – Award of Consulting Services Agreements for the Crenshaw Boulevard Rehabilitation (Sepulveda Boulevard to Maricopa Street), T-51; ESPL-5249(019). Expenditure: \$165,385

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Award a Consulting Services Agreement in the amount of \$92,665 and for a term through January 31, 2011 to KOA Corporation-CBM Consulting to perform full-time construction inspection and part-time construction administration services for the Crenshaw Boulevard Rehabilitation (Sepulveda Boulevard to Maricopa Street), T-51, ESPL-5249(019); and
2. Award a Consulting Services Agreement in the amount of \$72,720 and for a term through June 30, 2011 to Labelle-Marvin, Inc. to perform materials testing and paving compaction testing services for the Crenshaw Boulevard Rehabilitation (Sepulveda Boulevard to Maricopa Street), T-51, ESPL-5249(019).

Funding

Funding for both Agreements is available from federal-aid grant funds from the American Recovery and Reinvestment Act of 2009 (“ARRA”) previously appropriated to the T-51 Project. No City matching funds are required.

BACKGROUND AND ANALYSIS

The Crenshaw Boulevard Rehabilitation (Sepulveda Boulevard to Maricopa Street) is included in the City’s adopted FY 2007-11 Capital Budget as project T-51 (“T-51 Project”). The T-51 Project will provide for pavement reconstruction and overlay; installation/repair of damaged curbs, gutters, sidewalks; installation of ADA-compliant curb ramps; and replacement of signs and traffic signal devices within the project limits. On January 26, 2010, Your Honorable Body awarded a Public Works Agreement to Hardy & Harper, Inc. to construct the T-51 Project. Construction is anticipated to begin in February 2010 and be ongoing for approximately seven months.

Consulting Services Agreement – KOA Corporation

Construction of the T-51 Project requires full-time construction inspection services for approximately 100 weekdays and on some Saturdays. Currently, the City's public works inspection workload and schedule requires that contract construction inspection services be obtained for this project. The T-51 Project also requires administration of over \$2.7M of federal-aid grant funding.

Staff solicited a statement of qualifications from five firms qualified to provide construction inspection services for the T-51 Project. The four firms that responded are: KOA Corporation-CBM Consulting ("KOA-CBM"), Bureau Veritas North America, Inc., PBS&J and Psomas. The four firms were then evaluated with respect to overall experience with similar projects; background with federally funded projects, reference checks, hourly rates and their availability. After completing the evaluations, one inspector from KOA-CBM was determined the most qualified to perform construction inspection. The inspector recently performed construction inspection services for two similar ARRA-funded projects for the City of Manhattan Beach. Also, the inspector has prior experience with construction and inspection of two capital improvement projects in Torrance. KOA-CBM is also providing a qualified construction administrator to assist City staff, when needed, with the administration of over \$2.7M of federal-aid grant funding for this project.

The proposed Consulting Services Agreement with KOA-CBM includes the needed full-time construction inspection services and part-time construction administration services for a not-to-exceed amount of \$92,665. Public Works staff will perform construction management and the majority of construction administration.

Consulting Services Agreement – Labelle-Marvin

Construction of the T-51 project requires materials testing and paving compaction testing services as a part of our quality control effort. It also is a requirement for using federal-aid funds. Labelle-Marvin has previously and successfully performed these services for many city roadway construction projects, including the Torrance Boulevard Rehabilitation, Sepulveda Boulevard Rehabilitation, Artesia Boulevard Street Improvement, 190th Street Rehabilitation (Prairie Avenue to Van Ness Avenue) and other projects. Labelle-Marvin is again considered the most qualified to provide similar services during construction of the T-51 Project because they previously conducted the pavement evaluation and prepared the pavement analysis report for the design phase of the T-51 Project. Much of that information will be used for the materials testing and paving compaction testing services.

It should be noted that the proposed term for the proposed Agreement with Labelle-Marvin is slightly longer than one year. This is to allow sufficient time to conduct additional materials testing and prepare any additional reports, after construction that may be needed due to the use of federal funds.

The proposed Consulting Services Agreement with Labelle-Marvin includes the needed materials testing and paving inspection services for a not-to-exceed amount of \$72,720.

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

Attachments: A. Project Location Map
B. Consulting Services Agreement – KOA Corporation
C. Consulting Services Agreement – Labelle-Marvin

CITY OF TORRANCE

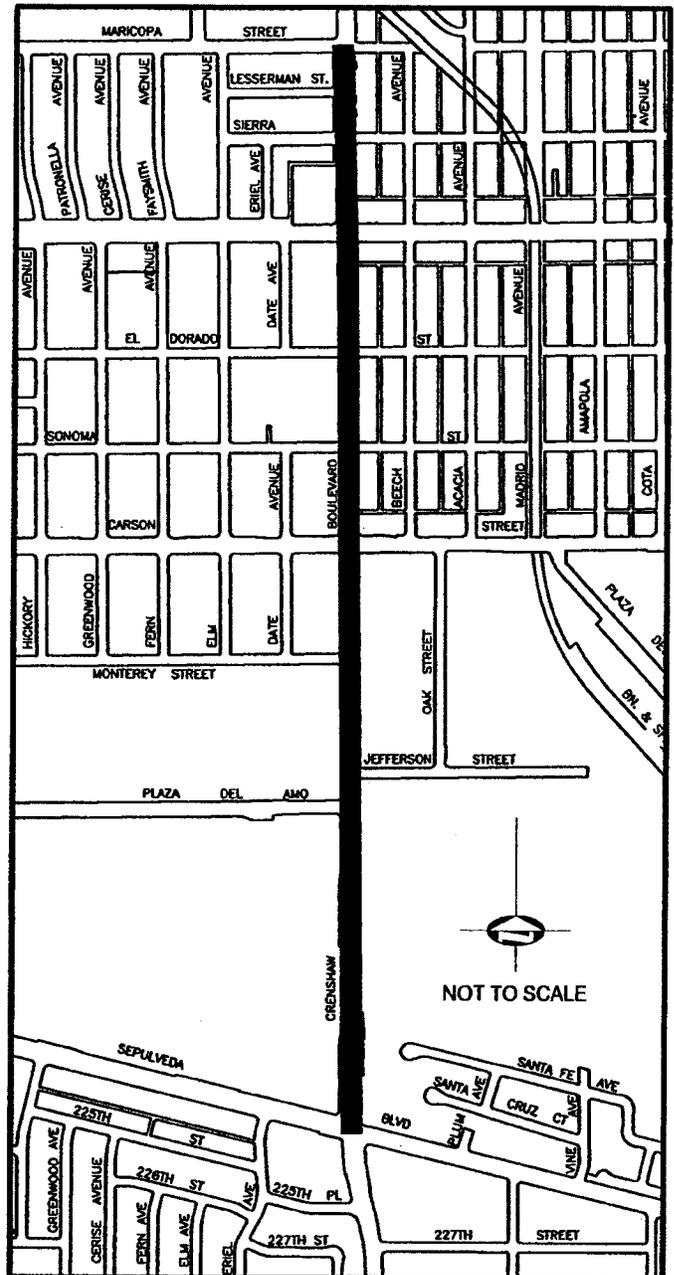


CRENSHAW BOULEVARD REHABILITATION, T-51 (SEPULVEDA BOULEVARD TO MARICOPA STREET)

LEGEND



PAVEMENT RECONSTRUCTION, AND
REPLACEMENT OF DISPLACED
CURBS, GUTTERS AND SIDEWALKS



PUBLIC WORKS DEPARTMENT
ROBERT J. BESTE
PUBLIC WORKS DIRECTOR

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2010 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and KOACorporation-CMB, a California Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide full-time construction inspection and part-time construction administrative services for the Crenshaw Boulevard Rehabilitation, T-51 (Sepulveda Boulevard to Maricopa Street), B2009-48; FEDERAL PROJECT NO, ESPL-5249 (019).
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Proposal attached as Exhibit A. CONSULTANT 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 January 31, 2011.

3. COMPENSATION

- A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with 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 \$92,665.00 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Proposal. Payment will be due 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 written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **CITY REPRESENTATIVE**

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

8. **CONSULTANT REPRESENTATIVE(S)**

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

Chuck Stephan, President
Derry MacMahon, Vice-President

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. CARE OF WORK

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

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

CONSULTANT will indemnify, 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, 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 CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT'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 CONSULTANT and CITY, as to whether liability arises from the sole 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 as solely negligent. CONSULTANT 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 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.
 3. 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 AND SURETIES

Insurance or bonds 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 CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

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

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

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

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

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

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

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

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

CONSULTANT: KOA Corporation-CBM Consulting
17601 South Denver Avenue
Gardena, CA 90248
ATTN: Chuck Stephan
Fax: (310) 329-1021

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONSULTANT'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE
a Municipal Corporation

KOA Corporation-CBM Consulting,
a California Coporation

Frank Scotto, Mayor

By: _____
Chuck Stephan, P.E., President

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Proposal

Revised: 10/29/2008

EXHIBIT A
PROPOSAL

 **KOA CORPORATION**
CBM Consulting

17601 S. Denver Avenue
Gardena, CA 90248
t: 310.329.0102 f: 310.329.1021
www.koacorporation.com

January 11, 2010

Craig Bilezerian, P.E.
Engineering Manager, Public Works Department
City of Torrance
20500 Madrona Avenue
Torrance CA 90503

MB06011

**RE: Proposal for Construction Inspection Services
Crenshaw Blvd Rehabilitation T-51 (Sepulveda Blvd to Maricopa Street)**

Dear Mr. Bilezerian:

KOA Corporation-CBM Consulting is pleased to submit the enclosed proposal to provide Construction Inspection Services for the City of Torrance. KOA-CBM staff is well experienced in providing design, project management, construction management, inspection, and grant administration services on municipal construction projects.

The attached proposal presents our scope of services, technical proposal, and cost estimate. KOA's office closest to Torrance will be managing this project. We are located at:

KOA Corporation – CBM Consulting
South Bay Office
17601 S. Denver Ave.
Gardena, CA 90248

Please contact me at (310)525-0678 if you have any questions or if you require additional information. I look forward to working with you on this project. We have no objection to the sample Agreement.

Sincerely,
KOA Corporation



Chuck Stephan, P.E. (CA Civil 50481)
V.P. of South Bay Operations

encl.


KOA CORPORATION
CBM Consulting

I. BACKGROUND & APPROACH

The City of Torrance proposes to construct street improvements to Crenshaw Blvd from Maricopa Street to Sepulveda Boulevard. Specific improvements will include AC pavement reconstruction, repair, and overlay; replacement of damaged curb, gutter, and sidewalks; and construction of ADA curb access ramps. The project will be constructed with, and in compliance with, federal-aid American Recovery and Reinvestment Act (ARRA) of 2009. The project duration is 100 working days, and full-time inspection will be provided during that period.

KOA-CBM proposes to provide Construction Inspection services for the City of Torrance for this project. Such services will include complete observation throughout construction such that the project is completed in accordance with public work and federal-aid construction requirements, that all necessary obligations are fulfilled, and that the records are complete and accurate. The scope of work will include daily record keeping and inspection, weekly notes and reports, photographs, change order and Request for Information coordination, DBE/UDBE monitoring, Quality Assurance Program (QAP) implementation, City and utility coordination.

ARRA funds are administered through the Caltrans Local Assistance office, in accordance with the Local Assistance Procedures Manual. The manual details requirements and procedures such as record keeping, recommended files, Quality Assurance Program for material testing, and DBE requirements. Caltrans has recently implemented the combined DBE and UDBE requirements which will be in effect for these projects. Federal-funds have their own requirements such as federal prevailing wage rates, employee notice postings, Buy America provisions, project sign, and employee interviews. Records for federal-aid projects are subject to audit, and therefore need to be complete, thorough, and accurate.

KOA-CBM staff is just completing federal-aid pavement rehabilitation projects for the Cities of La Habra and Manhattan Beach. We have all of the pertinent Caltrans forms and reference material on hand required to administer federal-aid projects. In addition, KOA-CBM has recently completed design and Caltrans submittals for three other ARRA funded projects, and is familiar with the ARRA project requirements.

If services in addition to Construction Inspection are required, such as preparation of the Award Letter, Final Invoice, Quality Assurance Plan, etc., KOA-CBM staff are available to the City as needed.

2. CONSTRUCTION OBSERVATION

Preconstruction Conference

KOA-CBM's Construction Inspector will attend a preconstruction conference with the contractor, City, and affected utilities. The preconstruction meeting will review the entire project, responsibilities of each party, federal-aid, reporting, DBE/UDBE and funding requirements, traffic control, stormwater management, change orders, clarifications, emergency contact information and procedures, submittals, testing, truck routes, and employee interviews.

Daily/Weekly Reports/Schedule/ Submittals/ Weekly Progress Meetings

The Construction Observer's primary duty will be to document and ensure that the project is constructed in compliance with the Contract and approved plans and specifications. The inspector will be present at all times


KOA CORPORATION
CBM Consulting

when construction is in progress. KOA-CBM will monitor the schedule throughout construction. Lapses or delays will be brought to the Engineer and Contractor's attention. Traffic control features, including signs and barricades, will be reviewed, and adjustments coordinated as needed.

KOA-CBM will provide daily inspection reports in accordance with City requirements. Daily reports will include documentation of personnel (number and classification of workers), materials, and equipment on site; date; weather; work performed; incidents; BMP implementation; testing performed; possible change orders; subcontractors; interaction with other agencies, utilities, residents, or business owners. Reports can be transmitted to the City each day if desired. Daily reports are augmented by photographs with time and date information. Documentation will include Employee Interviews, in conformance with the Caltrans Local Assistance Procedures Manual.

The Construction Observer will attend the preconstruction meeting, weekly progress meetings, and other meetings that may arise during the course of the work.

KOA-CBM will monitor project progress and Contractor performance in relation to the project progress, schedule and time constraints. If inadequate progress is being made, we will coordinate with the Engineer and Contractor to ensure corrective remedies are implemented. We note that this project is being constructed during the "rainy season", so some weather related delays should be expected and prepared for.

The Construction Observer will coordinate the project between the various affected parties, including the City's project engineer, the Contractor, the geotechnical engineer (materials testing), and various utilities, business and property owners. We will act as a liaison between the affected property owners, the Contractor, and the City of Torrance. We will provide assistance, coordination, and direction to materials testing personnel.

KOA-CBM will review and correlate quantity measurements with the Contractor, and assure the invoices are correct. We will assist in reviewing and processing Requests for Information (RFI's) and Change Order requests. The Observer will review and coordinate corrective action items with the Contractor, help develop punch lists, and ensure that corrective action is implemented. We will maintain a set of "red line" as-built drawings documenting as constructed conditions. Contractor invoices will be reviewed for correctness.

KOA-CBM will assist in the monitoring and administration of federal requirements, including labor compliance and documentation as required in the project specifications.

Material Testing

KOA-CBM will administer the Quality Assurance Plan by assisting and directing the on-site Quality Assurance and Quality Control material testing personnel; verifying that tests are performed; and obtaining the test results and testing certifications.

Contract Change Orders, Requests for Information

KOA-CBM will review and administer change order requests between the Contractor and City staff. It is the responsibility of the Contractor to identify, justify, and document the case for a change to the contract requiring additional funds or time. The City may also initiate project revisions that would change the contract amount or time, in which case an equitable agreement will be negotiated between the parties, or be conducted on a time and

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materials basis. Changed work shall be in accordance with the project specifications. Similarly, the Contractor will be responsible to request clarifications of the work in writing via a Request for Information.

Reports

As noted previously, project reports will consist of the following as a minimum:

- Daily Inspector Reports
- Employee Interviews
- Weekly Statement of Working Days
- Daily project photographs (with a project wide survey of pre- and post-construction photographs)
- As-built records

Project Closeout

KOA-CBM will review items requiring corrective actions, develop a list of incomplete work, and ensure that the final punchlist is complete, that all work is finished and acceptable, and that applicable utilities, City, and adjacent properties are satisfied. Final records will be transmitted to the City for archiving upon completion.



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3. RESUMES

CRISPEN COLE

Senior Construction Inspector

Professional Experience

Mr. Cole has over 30 years of varied construction and construction inspection experience including bridges, rail, piers, marinas, public facilities, water, sewer, & storm drain lines, and streets and sidewalks. Mr. Cole is certified as Competent Person Underground.

Project Experience

Streets & Sidewalks

 **Valley Drive Pavement Rehabilitation Project, City of Manhattan Beach:** Construction Inspector. ARRA funded arterial highway pavement rehabilitation project.

 **Aviation Blvd Pavement Rehabilitation Project, City of Manhattan Beach:** Construction Inspector. ARRA funded arterial highway pavement rehabilitation project.

Sidewalk Removal & Replacement, City of Rancho Palos Verdes, CA: Construction Inspector. Sidewalk repair project, ADA curb access ramp construction.

Imperial Highway between Inglewood & Prairie, Hawthorne, CA: Construction Inspector. Asphalt pavement rehabilitation, removal and replacement repairs.

Intersection Improvements at Firestone & Garfield, City of South Gate, CA: Construction Inspector. Street Improvements at the intersection of Firestone and Garfield, including upgrade of traffic signals.

Carrier Row Street Rehabilitation, City of Los Alamitos, CA: Construction Inspector. Asphalt concrete pavement removal and replacement prior to rubberized asphalt overlay. (Value \$500K)

Pacoima/Panorama, CRA/LA, Los Angeles, CA: Construction Inspector. The project included improvements over a number of streets throughout the area. Improvement include sidewalk replacement, new curb ramps, new driveways, new curb & gutter, new striping and other miscellaneous items.

Orange County "Measure M", Orange County, CA: Project Manager, LH Engineering. Pedestrian ramp, R & R, various cities and locations North Orange County.

Culver Blvd. and Washington, Culver City, CA: Public Works Road Construction, Shawnan Engineering. Remove and reconstruct PCC & AC Street, curb, gutter, sidewalk, storm drain, and L&I. Project includes new water, electric, sewer, signals and communication.

Education

American University in Beirut

A.A. Business Administration,
Northern Arizona University (1975)

Year Entered Profession

1971

Year started with Firm

2008

Certifications

Competent Person Underground
Certified


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Sepulveda Blvd from Hawthorne Blvd to City Limit, Torrance, CA: Public Works Road Construction, Shawnan Engineering. Complete removal to depth of 1.3' and reconstruct. Project includes new water main, services, curb, gutter, turn lanes and signals.

Empire Ave. Shawnan Engineering, Burbank, CA: Public Works Road Construction, Shawnan Engineering. Complete removal and reconstruction with soil cement to depth of 1.2'. Project includes curb, gutter, storm drain and L & I, also required close coordination with Burbank Airport.

Palomino Ave, Norco, CA: Public Works Road Construction, Shawnan Engineering. Widening and reconstruction. Project includes excavation through rock hillside and construction of Cal Tran's specification retaining wall.

Market Street, Riverside, CA: Public Works Road Construction, Shawnan Engineering. Complete removal and reconstruction and widening. Project includes dry stack retaining walls to 18' high, curb, gutter, storm drain and L & I.

Washington Ave City or LA West Adams District Project, CRA/LA, Los Angeles, CA: Superintendent / Structural, L.A. Engineering. Project includes curb, gutter, sidewalk, stamped and colored AC and L & I.

TI Vault Upgrade, City of Torrance, CA: Construction Inspector. The rehabilitation of the T-I vault involves the upgrade of the vault structure to comply with the current code for confined space. As part of the project the roof of the vault will be replaced and the walls will be strengthened. The existing 20" & 12" steel pipes will be replaced with new pipes, similar diameters to the existing pipes. The existing four flow meters will be replaced with two new flow meters with remote control capabilities.

Water Main Replacement, City of Manhattan Beach, CA: Construction Inspector. Water main replacement project.

Landscape and Irrigation, Firestone Blvd. & Garfield, City of South Gate, CA: Construction Inspector. Median Improvements

Civic Plaza Park Project, Fontana, CA: Project Superintendent / Structural, L.A. Engineering. Project included architectural curb, gutter, sidewalk, fountains, stamped and colored PCC street intersections and pump station with extensive piping. Also required architectural grading to $\pm 0.05'$ and extensive L & I.

Foreman, Mechanical, Pump Stations, Waterworks, Schuler Engineering, Corona, CA: Construction of various water pump stations for IRWD, requiring structural and Mechanical experience and skill including:

- **EYK Water tank, Signal Hill, CA:** Construction of post tension water tank \$1.5M gallons under Skyline Park and all pipeline associated with that.
- **Upgrade Water Distribution Facility, Huntington Beach, CA:** Upgrade of Water Distribution Facility
- **Filtration Project, Redlands, CA:** Filtration of Rocket fuel from Rocketdyne

coordination with rail way.


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KEITH FORBES
Construction Inspector
Professional Experience

Mr. Forbes has an array of outstanding experience spanning twenty-six years in the inspection field. Qualifications include inspection of buildings, civil and heavy structure contracts on Federal, Municipal, Public Works sectors and private projects and two years overseas experience with Department of Defense. Specific inspection experience includes observing, inspecting all aspects of construction to identify, and report construction performance; verifying compliance with plans; specifications and codes. Experience with vertical construction, and horizontal construction, including:

- Experience with QA/QC programs
- CAL TRANS freeway / bridge experience
- Corps of Engineers Certifications
- Experience with airports
- Experience with Dept. Of Defense, overseas projects
- Experience with light and heavy rail projects

Project Experience
Federally Funded Streets & Highway Projects

- Washington Boulevard Rehab, Culver City, CA, Senior Inspector, KOA Corporation – CBM Consulting. ARRA Federally funded project.
- Spring Street Revitalization Corridor, Signal Hill, CA: Senior Inspector, CBM Consulting, Inc. Federally funded project.
- State Hwy 25 By-pass - Hollister, CA Senior Construction Inspector, Willdan. Federally funded project.
- 2005-2006 Sidewalk Repair - Redding, CA Senior Construction Inspector, Willdan. Federally funded project.
- Highway 101, Millbrae Avenue Interchange Project - Millbrae, CA, Senior Construction Inspector, HNTB Architects. Federally funded project.
- Western Segment, Las Vegas Beltway Section IIA - Clark County, NV, Senior Construction Inspector, Willdan Federally funded project.

Other Streets & Highway Projects

- Pavement Overlay and Slurry Seal, Chico, CA, Senior Inspector, CBM Consulting, Inc.
- 23rd and Abalone Improvements, Torrance, CA, Senior Inspector, CBM Consulting, Inc.
- Slurry Seal 2003 Project - City of Elk Grove, CA Senior Construction Inspector, Willdan.

Year Entered Profession
 1983

Years With Firm
 1998-2002
 2009

Certifications
 I.C.B.O Structural Concrete
 Certification

 A.C.I. Level II Certification

 N.I.C.E.T. Railway and Subway
 Certification



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Water & Sewer

- Reclaimed Water Pipeline Project - Chino, CA, Senior Inspector, CBM Consulting, Inc.
- City of Bakersfield W.W.T.P #3 Expansion - Bakersfield, CA, Senior Construction Inspector, Willdan.
- Wastewater Pipeline to Turlock & Associated Pump Station - City of Ceres, CA, Senior Construction Inspector, Willdan.
- 24" C-905 Force Main - City of Pinole, CA Senior Construction Inspector, Willdan.

Redevelopment

- Block C Screenland Redevelopment – Culver City, CA, Senior Inspector, CBM Consulting, Inc.

Parking

- Pedestrian and Parking Lot Enhancements - City of Santa Monica, CA, Senior Inspector, CBM Consulting, Inc.

Rail

- Alameda Corridor - North End Projects - Alameda Corridor Trans. Authority, CA, Senior Inspector, CBM Consulting, Inc.
- Alameda East Corridor (ACE) - Alameda, CA, Senior Inspector, CBM Consulting, Inc.
- Los Angeles Metropolitan Transit Authority, Red Line B-271 Subway Station - Los Angeles, CA, Senior Inspector, Parsons Dillingham
- Los Angeles Metropolitan Transit Authority, Hollywood Blvd. Corridor - Los Angeles, CA, Senior Inspector, Parsons Dillingham

Public Facilities

- Redding Municipal Airport Aircraft Rescue Fire Fighting Facility - Redding, CA, Senior Construction Inspector, Willdan
- Fire Station 5 Re-roof - Redding, CA, Senior Construction Inspector, Willdan
- Airport Security Enhancements, Redding Municipal Airport - Redding, CA, Senior Construction Inspector, Willdan

Military Facilities

- United States Navy, 801 Build-to Lease Housing Project - Port Hueneme, CA, Title II Inspector, Majors Engineering
- Ten years construction experience on various Department of Defense projects throughout the State of California and overseas, Lead Inspector, The United States Department of Defense
- Two years at Island of Diego Garcia. A major defense project, with three major contractors. Project included runway construction, control tower construction, and runway lighting. Lead Inspector, The United States Department of Defense

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Valley Drive Resurfacing Project
 City of Manhattan Beach, CA

Cost: \$450,000
 Owner: City of Manhattan Beach
 Completion Date: 2010
 Contact: Steve Finton, City Engineer, City of Manhattan Beach (310) 802-5300
 Project Manager: Chuck Stephan, P.E.
 Funding Source: ARRA

KOA Corporation provided construction management and inspection services for the Valley Drive Resurfacing Project. This federal-aid ARRA funded arterial highway rehabilitation project included asphalt pavement local repairs; minor curb, gutter, cross gutter, and ADA Curb access ramp and detectable warning surface construction; Asphalt Rubber Hot Mix (ARHM) overlay; thermoplastic striping and markings including a new bike lane; and traffic signal loop detectors.



Aviation Blvd Resurfacing Project
 City of Manhattan Beach, CA

Cost: \$150,000
 Owner: City of Manhattan Beach
 Completion Date: 2010
 Contact: Steve Finton, City Engineer, City of Manhattan Beach (310) 802-5300
 Project Manager: Chuck Stephan, P.E.
 Funding Source: ARRA

KOA Corporation provided construction management and inspection services for the Aviation Blvd Resurfacing Project. This federal-aid ARRA funded arterial highway rehabilitation project included asphalt pavement local repairs; Asphalt Rubber Hot Mix (ARHM) overlay; thermoplastic striping and markings; and traffic signal loop detectors.



Lambert Road Rehab Phase I: Sidewalk Gap Closure Phase I (CM/PM)
 La Habra, CA

Cost: \$2,000,000
 Owner: City of La Habra
 Completion Date: 2008
 Contact: Sam Makar, P.E., Senior Civil Engineer (562) 905-9720
 Project Manager: Chuck Stephan, P.E.
 Funding Source: SR2S

CBM Consulting (now KOA Corporation) provided project and construction management services for the Lambert Road Gap Closure project which filled missing gaps and fully completed the sidewalk system along both sides of Lambert Road across the entire City. This project includes 15' segmental





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block retaining walls, right of way acquisition, curb & gutter, sidewalk, ADA improvements, utility pole relocation, landscape restoration in various locations. The project is partially funded with Safe Route to School funds administered through Caltrans.



Lambert Road Rehab Phase 2: Sidewalk Gap Closure Phase 2 / Lambert Road Rehabilitation, Beach Blvd to Idaho Street / Lambert Rd and Beach Blvd Intersection Improvement Project La Habra, CA

Cost: \$2,000,000
 Owner: City of La Habra
 Completion Date: March 2009
 Contact: Sam Makar, P.E., Senior Civil Engineer
 (562) 905-9720
 Project Manager: Chuck Stephan, P.E.
 Funding Source: SR2S, STPL



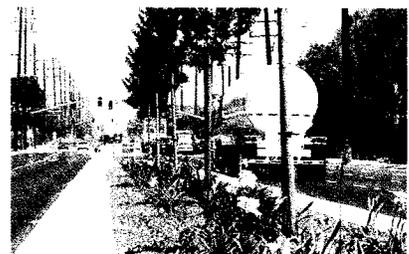
The Beach Boulevard and Lambert Road Widening, Project No. 5-TC-05, Lambert Road Rehabilitation from Beach Boulevard to Idaho Street, Project No. 8-R-06, and Lambert Road Sidewalk Gap Closure Phase II, Project No. 4-R-06 consisted of three separate projects combined into one comprehensive construction contract. Each project had various funding sources. The project improved the Beach Blvd/Lambert Road intersection by installing additional right and left turn lanes with associated signal pole relocations and ADA curb access ramps; completed curb & gutter improvements, repaired pavement surfaces and overlaid Lambert Road from Beach Blvd to Idaho Street; and completed the sidewalk system on Lambert Road from Beach Blvd to the easterly City limits. Because these projects had overlapping limits of work and required coordinated phasing, they were constructed in a single project to avoid construction conflicts. The project utilized pressure grout injection to stabilize subgrade soils for construction of the traffic signal foundations. This project included federal-aid STPL, and Safe Routes to School funding. Because Beach Blvd is a State highway, significant Caltrans coordination and inspection was involved. CBM Consulting (now KOA Corporation) provided design for the Lambert Rd Rehabilitation project, overall project management, construction management, and inspection services.



Torrance 190th Street Reconstruction Phase I & 2 Torrance, CA

Cost: \$4,500,000
 Owner: City of Torrance
 Completion Date: 2002
 Contact: Steve Finton, City Engineer, City of Manhattan Beach (formerly Sr. Project Manager, City of Torrance) (310) 802-5300
 Project Manager: Chuck Stephan, P.E.
 Funding Source: STPL

CBM Consulting (now KOA Corporation) acted as the City's Project Manager for this \$4.5 million street widening and roadway improvement project. Services consisted of management of the design and implementation for this project including street rehabilitation, utility relocations, safety improvements, widening, and landscape medians. KOA-CBM provided design management bid process administration and construction management services. KOA-CBM also





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conducted a substantial project public relations campaign prior to, and throughout, the project. This was a Caltrans funded project subject to Local Programs and Procedures manual.



La Habra Lambert Road West of Beach Blvd Overlay Project

La Habra, CA

Cost:	\$700,000
Owner:	City of La Habra
Completion Date:	June 2004
Contact:	Delfino Consunji, Principal Civil Engineer (562) 905-9720
Project / Construction Manager:	Chuck Stephan
Funding Source:	STPL



CBM Consulting (now KOA Corporation) provided project and construction management services for the Lambert Road Overlay Project, which included new landscaped medians, ADA improvements, ARHM pavement overlay, signage, and water main improvements, funded with federal-aid administered through Caltrans. The \$700,000 project rehabilitated 1/2 mile of 4 lane arterial highway through business, park, and residential areas.



Harbor Boulevard Rehabilitation Project; Harbor Boulevard & La Habra Boulevard Improvement Project

La Habra, CA

Cost:	\$2,800,000
Owner:	City of La Habra
Completion Date:	Estimated June 2009
Contact:	Delfino Consunji, Principal Civil Engineer (562) 905-9720
Project Manager:	Chuck Stephan, P.E.
Construction Observer:	Mauricio Zeledon, P.E.
Funding Source:	STPL

This federally-funded STPL project rehabilitated one mile of Harbor Blvd from Lambert Rd to Whittier Blvd, and improved the intersection at La Habra Blvd by widening the street and installing additional right and left turn lanes. This project was constructed in conjunction with a Rule 20 utility undergrounding project, and commercial improvements at adjoining properties. Work includes storm drain box culvert; storm drains; curb, gutter, sidewalks, driveways; water pipelines, meter and fire hydrant relocations; bore casing under railroad right-of-way; traffic signals; pavement construction and asphalt rubber hot mix overlay.



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Lambert Road and Hacienda Road Pavement Rehabilitation Project
 La Habra

Cost: \$2.1 million
 Owner: City of La Habra
 Completion Date: March 2005
 Contact: Delfino Consunji, Principal Civil Engineer (562) 905-9720
 Project Manager: Chuck Stephan, P.E.
 Funding Source: STPL

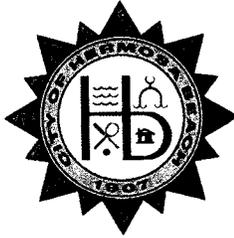
CBM conducted project engineering, including design oversight, construction management, and financial management, of this federally-funded Caltrans-administered arterial rehabilitation project for the City of La Habra. This project replaced water lines, repaired sidewalks and driveways, installed ADA curb ramps, rehabilitated pavement with asphalt rubber hot mix pavement overlays, striped, and replaced traffic loops. The \$2.1 million project on the major arterial highways Lambert Road and Hacienda Road included 13,000 tons of asphalt, 8,000 feet of water main, and 100 water services on 2 miles of arterial highway.





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Reference Addresses:



City of Hermosa Beach

1315 Valley Drive
Hermosa Beach, CA 90254-3885

Rick Morgan, Public Works Director

(310) 318-0211



City of La Habra

201 E. La Habra Blvd
La Habra CA 90633-0337

Sam Makar, Senior Civil Engineer
Delfino Consunji (City of Norwalk)

(562) 905-9720

(562) 929-5727



City of Laguna Beach

505 Forest Avenue
Laguna Beach, CA 92651

Mark Trestik, Associate Civil Engineer
Steve May, City Engineer

(949) 497-0300



City of Rancho Palos Verdes

30940 Hawthorne Blvd.
Rancho Palos Verdes, CA

Ron Dragoo, Senior Engineer
Ray Holland, Interim Director of Public Works

(310)544-5246



City of Signal Hill

2175 Cherry Avenue
Signal Hill, CA 90755-3799

Charlie Honeycutt, Deputy City Manager

(562) 989-7356



City of Manhattan Beach

Manhattan Beach, CA
Steve Finton, City Engineer

(310) 802-5300

KOA CORPORATION

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6. FEE ESTIMATE

KOA-CBM will perform the work specified in the work scope above as shown in the enclosed fee table.

PROPOSAL FOR CONSTRUCTION INSPECTION SERVICES - CRENSHAW
BLVD REHABILITATION T-51
KOA Corporation
January 11, 2010

CB
1/22/20
SEE REVISED FEE
ESTIMATE ON LAST PAGE
OF THIS DOCUMENT.

Task	Hours			Sub-Consultant L.S. Fees	Cost
	Construction Inspection	Technical Staff	Total Hours		
	\$90	\$110			
PreConstruction	16.0	8.0	24.0	\$ -	\$ 2,320.00
Preconstruction Meeting/ Review/ Site Photos/ Prelim. Admin	16.0	8.0	24.0		\$ 2,320.00
Construction	800.0	80.0	880.0	\$ -	\$ 80,800.00
Task 2.1 Construction Activities (100 working days)	800.0		800.0		\$ 72,000.00
Task 2.2 Federal Compliance Activities		80.0	80.0		\$ 8,800.00
PostConstruction	40.0	24.0	64.0	\$ -	\$ 6,240.00
Task 3.1 Punchlist and closeout/ As built plans/ Forms and records/ Photos	40.0	24.0	64.0		\$ 6,240.00
GRAND TOTAL	856.0	112.0		\$ -	\$ 89,360

*Assumes 100 working days for construction

Additional CM, PM, and PE staff is available if needed

Rates shown are for regular hours 40 hours per week. Hours in excess of 40 hours/week will be in compliance with prevailing wage requirements. Overtime will be 1.5x normal, and may exceed 1.5x based on weekend, additional hours, or holiday periods.

Rates are inclusive of inspector and regular working equipment including a vehicle, phone, camera, measurement tools, phone charges, mileage, and incidental costs.

Work Scope Assumptions

- The level of effort and fee estimate detailed above is based on KOA-CBM's proposed scope of services delivered over the contract time set forth in the construction bid documents.
- The fee assumes that construction phase services begin and end within the contract completion time.
- Additional scope of services not listed in the proposal or extended schedule for reasons outside of CBM's control would require additional effort and fee.

Invoicing

Invoices will be submitted monthly, based upon our estimated percentage of completion. Accounts are past due after 30 days. All work will be immediately stopped if any invoice is unpaid for 60 days or more, and such delinquent invoice payments may be subject to a late payment penalty of 1.5 percent per month and/or turned over to a collections agency at our discretion. In any lawsuit brought to enforce the terms of this contract, the prevailing party shall be entitled to their reasonable attorneys fees.

Termination

The Client or KOA-CBM may terminate this agreement by giving the other party ten days written notice of such termination. KOA-CBM shall receive fee payments from the Client proportionate to the services completed as of



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the date of termination. The Client will be entitled to receive deliverables at the level of completion relative to the fee payments received by KOA-CBM. All outstanding valid invoices shall be paid to KOA-CBM.

Insurance

KOA-CBM is fully able to meet the insurance requirements of this project. The firm has coverage in the following areas: Professional Liability (\$1 million per claim, \$2 million aggregate), Automobile Liability (\$2 million) and General Liability (\$5 million). Our Worker's Compensation coverage meets the insurance requirements of California State law.

Indemnification

KOA-CBM and the Client mutually agree to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost, including reasonable attorney's fees and cost of defense arising from their own negligent acts, errors, and omissions in the performance of their services under this agreement, to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.

Standard Agreement

KOA-CBM has reviewed the City's standard consultant services agreement and confirms acceptance of the terms in the agreement.

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Authorization

The signature below indicates the Client has carefully reviewed this proposal and authorizes KOA-CBM to proceed. Please return this authorization together with a copy of the complete proposal to our office. Our work cannot commence until we receive this written authorization or an executed agreement.

City of Torrance (Client) has carefully reviewed this proposal and hereby authorizes KOA Corporation-CBM Consulting to commence work as indicated within the terms and conditions of this proposal.

Date
Chuck Stephan, P.E.
CA Registered Civil Engineer # C50481
V.P. of South Bay Operations
KOA Corporation

Signature
Date

Name: _____
(please print)

Title: _____
(please print)

USE CITY SIGNATURE PAGE

CRENSHAW BLVD REHABILITATION, T-51

COMPENSATION SCHEDULE for KOA CORPORATION-CBM Consulting CONSTRUCTION PHASE SERVICES

Title/Decription of Services	Rate	Hours	Total
Project Inspector: Attend pre-construction meeting	\$ 90	4	\$ 360.00
Project Engineer: Attend pre-construction meeting	\$ 98.75	4	\$ 395.00
Project Inspector: Full-time construction inspection for 100 working days. 8hrs/day for 100 days	\$ 90	800	\$ 72,000.00
Project Inspector: Anticipated overtime construction inspection for Saturdays.	\$ 125	30	\$ 3,750.00
Project Engineer: Part-time engineering staff support to assist with administration of federal funding	\$ 98.75	160	\$ 15,800.00
Project Inspector: Obtain As-builts from contractor and review/compare with Inspector's As-built plan set. Submit both As-built plan sets to City staff and review with City's Project Engineer.	\$ 90	4	\$ 360.00
TOTAL OF AGREEMENT:			\$ 92,665.00

All hours are estimated by the City. KOA Corporation will be paid only for actual hours worked; however, the total amount to be paid will not exceed the "Total of Agreement", unless otherwise authorized in advance by the City Council.

Rates shown are for regular hours 40 hours per week. Hours in excess of 40 hours/week will be in compliance with prevailing wage requirements.

Rates are inclusive of inspector and regular working equipment including a vehicle, phone, camera, measurement tools, phone charges, mileage, and incidental costs.

NOTE: THIS DOCUMENT WAS PREPARED BY THE PUBLIC WORKS DEPARTMENT AND SUPERCEDES THE FEE ESTIMATE INCLUDED IN SECTION 6 OF THE STATEMENT OF QUALIFICATIONS FOR KOA CORPORATION

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2010 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Labelle Marvin, Inc., a California Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide materials testing and paving inspection services for the Crenshaw Boulevard Rehabilitation, T-51 (Sepulveda Boulevard to Maricopa Street), B2009-48; FEDERAL PROJECT NO. ESPL-5249 (019).
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services and Compensation Schedule attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services and Compensation Schedule 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 June 30, 2011.

3. COMPENSATION

A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Scope of Services and Compensation Schedule attached as Exhibit A, 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 \$72,720.00 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **CITY REPRESENTATIVE**

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

8. **CONSULTANT REPRESENTATIVE(S)**

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

Steven R. Marvin, President

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. CARE OF WORK

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

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY ("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 AND SURETIES

Insurance or bonds 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 CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

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

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONSULTANT: Labelle Marvin, Inc.
 2700 S. Grand Avenue
 Santa Ana, CA 92705-5404
 ATTN: Steve Marvin
 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 CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

Labelle Marvin, Inc.
A California Corporation

Frank Scotto, Mayor

ATTEST:

By: _____
Steven R. Marvin
President

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Scope of Services and Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

See next page

CRENSHAW BLVD REHABILITATION, T-51		
SCOPE OF SERVICES & COMPENSATION SCHEDULE for LABELLE MARVIN		
PROJECT MANAGEMENT, REPORTS, LAB TIME		
Principal	Hours or Each 20	AMOUNT \$ 4,400.00
SUBTOTAL		\$ 4,400.00
MATERIALS/COMPACTION TESTING		
Travel time	Hours or Each 50	\$ 5,000.00
Compaction (subgrade and CMB)	120	\$ 15,600.00
Crushed Miscellaneous Base		
Maximum Density/Optimum Moisture Test - ASTM D1557	10	\$ 1,900.00
Asphalt Concrete		
Stability Test Hveem Maximum Density ASTM D 1560 + Lab runner time.	17	\$ 4,420.00
Binder Content - Ignition Oven, CA382	30	\$ 6,900.00
Extraction, % Asphalt (Reflux) Gradation ASTM D2172	30	\$ 6,900.00
SUBTOTAL		\$ 40,720.00
OBSERVATION OF PAVING OPERATIONS		
Batch Plant Inspection	Hours 100	\$ 8,000.00
Travel time	40	\$ 4,000.00
On-site testing with Nuclear Gauge	120	\$ 15,600.00
SUBTOTAL		\$ 27,600.00
TOTAL		\$ 72,720.00