

Council Meeting of
April 20, 2010

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 Design Services for the conceptual establishment of a Quiet Zone along the BNSF railroad track within the City limits. Expenditure: \$39,892

RECOMMENDATION

Recommendation of the Public Works Director that City Council award a one year Consulting Services Agreement in the amount of \$39,892 to RailPros, Inc. to create conceptual exhibits and provide a conceptual cost estimate to establish a Quiet Zone that would silence the sound of train horns at eight at-grade crossings within the City limits.

Funding

Funding for the Consulting Services Agreement is available from the Transportation Planning Contractual Services (Traffic Calming) budget.

BACKGROUND AND ANALYSIS

On June 24, 2005, the Federal Railroad Administration (FRA) issued a final rule that required all locomotive horns to be sounded as a warning at public highway-rail crossings at least 15 seconds, but not more than 20 seconds before entering the crossing. This rule applies when the train speed is below 45 mph, which is the case within our City limits. The pattern for blowing the horn is two long, one short, and one long. This can be repeated as many times necessary until the lead locomotive fully occupies the crossing and can occur any time during the day or night. Locomotive engineers can also vary this pattern as necessary for crossings in close proximity, and are allowed to sound the horn in emergency situations no matter where the location.

The Burlington Northern Santa Fe (BNSF) railroad tracks cross through residential areas located just north of the roadway intersection of Crenshaw Boulevard/Torrance Boulevard and continues through the City south of the roadway intersection of Western Avenue/Sepulveda Boulevard. There are eight at-grade crossings within this area. Residents have brought forward their concerns and comments regarding the noise of the horns and therefore City staff has begun research on the conceivability of establishing a Quiet Zone through this residential area. Per the FRA final ruling discussed above, if a Quiet Zone can be established, the locomotive horn sounding is no longer required. Therefore, staff sought the expertise of a consulting firm that can provide specific design services to

help staff determine what supplemental safety measures are necessary to qualify for a Quiet Zone. RailPros, Inc. is the current design consultant for the City of San Diego Quiet Zone for twelve at-grade crossings. They are also the only engineering firm that has all of the aspects of Quiet Zone design available, in house. Their cost estimates on past Quiet Zone projects have proven to match the actual bid prices of construction firms that bid the projects. It is the expertise of RailPros, Inc. that staff can utilize to assist the City in diagnostic meetings with the railroad entities, provide conceptual exhibits of the supplemental safety measures to be added to the at-grade crossings and ultimately provide a firm cost estimate to implement these measures.

At this time, only a rough order magnitude for construction cost can be estimated for the implementation of the supplemental safety measures to obtain a Quiet Zone status and that is between \$2M and \$10M. \$2M would be a reasonable estimate if no signalization was required and only minimal improvements were required at the crossings, such as raised medians. On the high end, the cost could be as much as \$10M if signalization was required. Because of the large discrepancy between the high end and low end, staff thought it appropriate to ask the City Council to consider the following two options:

1. Approve the request to proceed with the conceptual analysis study at this time, which would not commit the City to any obligations with BNSF or the FRA
2. Defer the study to a later date when potential funding sources for the construction can be identified and bring the item forward to perform the study at that time

The Public Works Director recommends the City Council authorize staff to proceed with a consulting services agreement to perform the study and determine actual costs. If the construction cost for all eight crossings is determined to be \$5M or less, it would be a viable option that the City could pursue further.

The estimated time to completion for this work, is four months. RailPros Inc. is prepared to begin work immediately after council approval and subsequent contract procurement.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director


By Elizabeth Overstreet
Engineering Manager

CONCUR:


Robert J. Beste
Public Works Director


LeRoy J. Jackson
City Manager

Attachments: A. Consulting Services Agreement – RailPros, Inc.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of April 20, 2010 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and RailPros, Inc., California Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to for design services for the conceptual establishment of a Quiet Zone along the BNSF railroad track within the City limits.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 20, 2011.

3. COMPENSATION

- A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$39,892 (“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:

Eric Hankinson, President
Johnny Johnson, 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.
 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:	RailPros, Inc. Attn: Eric Hankinson 25 Mauchly Drive Suite 329 Irvine, Ca 92618 Fax: (714) 734-8755
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

RailPros, Inc.
California Corporation

Rob Beste
Director of Public Works

By: _____
Eric Hankinson
President

LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

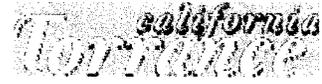
By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A
SCOPE OF SERVICES

City of Torrance
Proposal to Provide Engineering Services
Railroad Quiet Zone Establishment – Phase 1
At Public At-Grade Crossings
Revised, April 7, 2010



Project Purpose

In response to a legislative mandate, the Federal Railroad Administration (FRA) issued the *Final Rule on the Use of Locomotive Horns at Highway-Rail Grade Crossings* (Final Rule) in 2005. The Final Rule provides the opportunity for localities nationwide to mitigate the effects of train horn noise by establishing new "quiet zones."

The City of Torrance desires to establish a Quiet Zone silencing the sounding of train horns at the following at-grade crossings:

BNSF/LACMTA – Harbor Subdivision (see map on next page)

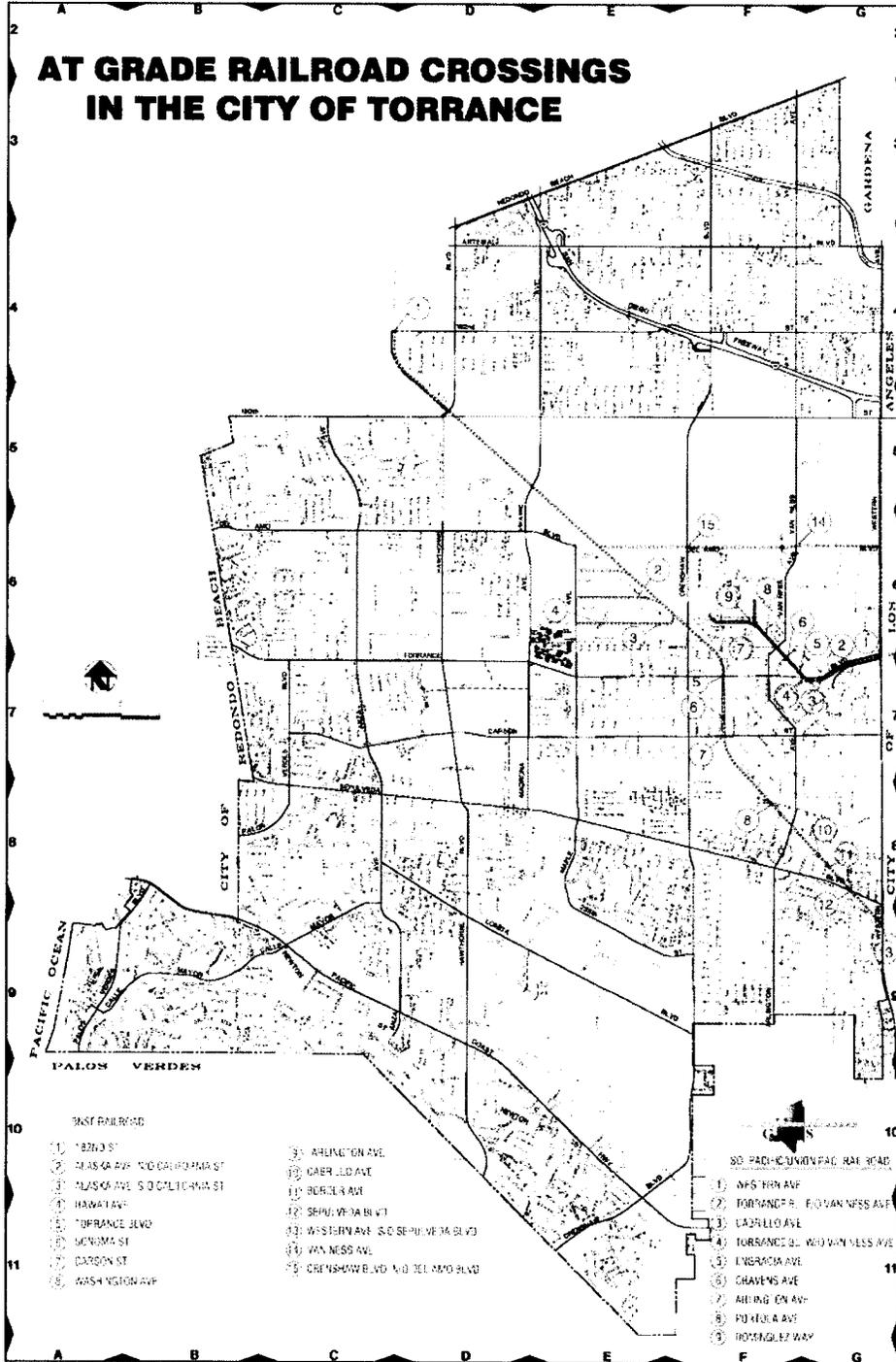
1. Torrance Boulevard (Map Reference #5)
2. Sonoma Street (Map Reference #6)
3. Carson Street (Map Reference #7)
4. Washington Avenue (Map Reference #8)
5. Arlington Avenue (Map Reference #9)
6. Cabrillo Avenue (Map Reference #10)
7. Border Avenue (Map Reference #11)
8. Sepulveda Boulevard (Map Reference #12)

RailPros proposes to assist the City of Torrance in the evaluation of Quiet Zone feasibility.



RAILPROS INC.

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Project Approach and Scope of Work

RailPros will manage the work effort and coordinate with the City, project stakeholders, and other agencies (FRA, CPUC, LACMTA, SCRRA, BNSF, etc.) to advance the project design and quiet zone establishment process.

It should be noted that the development of a quiet zone close coordination with the above parties, each of whom has their own interests and scope with respect to improvements:

- **Operating Railroads:** Have responsibility for railroad signal equipment; desire to increase safety but would not necessarily desire to increase the amount of railroad signal equipment at crossings because of liability for the proper operation of such equipment.
- **California Public Utilities Commission (CPUC):** The CPUC regulates modifications to crossings and has an interest in addressing safety issues over and above those addressed in the FRA final rule (e.g. pedestrian facilities).
- **FRA:** The FRA's final rule regulates quiet zones.
- **The City of Torrance:** Desires to implement the quiet zone and needs to balance the issues of safety, cost and the varying interests of the other parties.

Keeping the scope and interests of each of these parties in mind, the following sequential work plan is proposed:

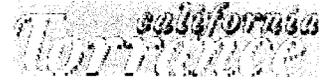
Scope of Work

1. **Project Management and General Coordination/Correspondence:** RailPros will manage the work effort and will coordinate/correspond with the City, BNSF, CPUC and other stakeholders as required in delivering this scope of services. RailPros will maintain project documentation, perform general coordination and progress reporting with the City, and provide agendas and meeting minutes for meetings. *Deliverables: Project Documentation, Meeting Agendas, Meeting Minutes.*
2. **City Kickoff Meeting:** Participate in kickoff meeting with the City. Discuss proposed strategy and RailPros' initial ideas for safety measures at each crossing. *Deliverable: Meeting Minutes and Action Items*
3. **Data Review:** Review existing project information provided by the City (e.g. existing plans, traffic data, recent survey and/or aerial photography, site photos, correspondence, and meeting minutes).
4. **Site Visit:** Perform site visit to collect any additional required measurements, project data, and photographs. *Deliverable: None*
5. **FRA Quiet Zone Calculations:** RailPros will input the proposed improvements into the FRA quiet zone calculator in order to demonstrate that the existing crossing protection or



RAILPROS INC.

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proposed improvements will qualify for a quiet zone. Calculations will be updated as required to address revisions to the exhibits and design plans. *Deliverable: FRA Quiet Zone Calculations*

6. Quiet Zone Notice of Intent (NOI) Document: RailPros will prepare the NOI document as per the requirements of the Final Rule. The NOI will be distributed by the City. The conceptual exhibits will be attached to the NOI document. *Deliverable: NOI Document*
7. Site Diagnostic Meeting: RailPros will coordinate and schedule a site diagnostic meeting. Participants will include representatives of the City of Torrance, BNSF, SCRRA, LACMTA and the CPUC. Other parties to whom the NOI was distributed will also be invited. The meeting will start at City offices where the proposed improvements will be reviewed by RailPros via overhead projector. The crossings will then be reviewed in the field. RailPros will endeavor to schedule this diagnostic meeting to occur within a few weeks after the NOI is distributed and well before the required 60-day comment period has ended. *Deliverable: Meeting Notes and Action Items*
8. NOI Response Review: RailPros will review the responses from the FRA, CPUC, the railroads and other parties and will develop strategy for addressing the comments. *Deliverable: None*
9. City Strategy Meeting: RailPros will meet with the City to discuss the feedback obtained from the regulatory agencies and the railroads as well as the cost and will advise on strategy for moving forward with design completion (Phase 2) and construction (Phase 3). *Deliverable: Meeting Notes and Action Items*
10. Conceptual Exhibits: RailPros will develop conceptual exhibits that incorporate feedback from the diagnostic team. Existing aerial imagery will serve as the base for these exhibits. *Deliverable: Conceptual Exhibits*
11. Conceptual Cost Estimate: RailPros will prepare conceptual cost estimate for the proposed quiet zone including railroad signal improvement costs. *Deliverable: Conceptual Cost Estimate*



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Project Staffing

Key project personnel is listed below:

Principal/Project Manager: Eric Hankinson, PE

Mr. Hankinson has over 19 years of railroad, structural, and civil engineering experience in the design, construction and project management of a wide range of transportation projects including track construction, bridges, grade crossings, grade separations, drainage projects, stations, and other railroad facilities. He has dealt extensively with project stakeholders, resource agencies and host railroads in the planning, design, and construction of various rail projects. He has performed engineering services for several clients including: the Union Pacific Railroad (UPRR), Burlington Northern Santa Fe Railway (BNSF), Southern California Regional Rail Authority (SCRRA), North County Transit District (NCTD), Peninsula Corridor Joint Powers Board (Caltrain), Caltrans, Amtrak, Swift Transportation, California Commerce Center, the County of Orange, and the cities of San Diego, Del Mar, Oceanside, Santa Ana, Bakersfield, and Dana Point.

Sr. Civil Engineer: Chris Coffman, PE

Mr. Coffman has 21 years experience in the planning, design and construction management of major civil works projects, including transit/rail, grade crossings, bridges, industrial facilities, highways, drainage, utility systems and harbors. He is an innovative civil engineer with a record of effective participation and leadership in projects of great complexity, demonstrating his broad engineering skills and proven ability to coordinate diverse engineering disciplines. He has performed engineering services for several clients including: the Burlington Northern Santa Fe Railway (BNSF), Southern California Regional Rail Authority (SCRRA), North County Transit District (NCTD), Caltrans, Amtrak, the County of Orange, and the cities of Los Angeles, San Diego, Oceanside, and Santa Ana.



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Qualifications Statement

RailPros, Inc. was founded in 2000 and is exclusively focused on providing rail and transit related services. Headquartered in Irvine, the firm currently employs 48 individuals providing services in ten states. Clients include public agencies, Class I railroads, cities and private companies. RailPros is providing/has provided design, planning, management, and regulatory agency processing services for railroad quiet zones under development in the following California cities:

- San Diego (12 crossings)
- Oceanside (5 crossings)
- San Clemente (9 crossings)
- Dana Point (1 crossing)
- San Juan Capistrano (5 crossings)
- Tustin (1 crossing)
- Santa Ana (9 crossings)
- Orange (16 crossings)
- Anaheim (14 crossings)
- Bakersfield (40 crossings)
- Fremont (3 crossings)

RailPros is the only engineering firm that has in house engineering expertise in all aspects of quiet zone design including civil engineering, rail engineering, interconnected traffic signal design and most importantly railroad signal engineering. As such, our firm is able to provide complete scope and cost information on the entire scope of required improvements. In the short history of quiet zone development, there is ample history of other consulting firms dramatically underestimating the cost of railroad signal improvements on quiet zone projects. On the other hand, RailPros quiet zone cost estimates have been matched by as-bid prices on our projects. We have been sole-source contracted by a number of clients to take over quiet zone projects after the initial consultants failed to meet client expectations.

Our ability to provide quality services within budget and schedule has facilitated our success in continuing to obtain quiet zone services contracts. Project tasks are assigned and controlled directly by the project manager to provide a responsive, flexible, and efficient project team.



City of Torrance
Proposal to Provide Engineering Services
Railroad Quiet Zone Establishment – Phase 1
At Public At-Grade Crossings
 Revised, April 7, 2010



RailPros provides the following engineering and consulting services:

MANAGEMENT

- | | |
|---|---|
| <input type="checkbox"/> Program Management | <input type="checkbox"/> Expert Witness |
| <input type="checkbox"/> Project Management | <input type="checkbox"/> Constructability Reviews |
| <input type="checkbox"/> Construction Management | <input type="checkbox"/> Value Engineering |
| <input type="checkbox"/> Public Projects Management | <input type="checkbox"/> Railroad Coordination |
| <input type="checkbox"/> Agency Coordination | <input type="checkbox"/> Contract Administration |
| <input type="checkbox"/> Standards Development | <input type="checkbox"/> Engineering Training |

PLANNING

- | | |
|---|---|
| <input type="checkbox"/> Corridor Development | <input type="checkbox"/> Staging Under Railroad Traffic |
| <input type="checkbox"/> Ports - Rail Service | <input type="checkbox"/> Stations |
| <input type="checkbox"/> Structure Replacement Programs | <input type="checkbox"/> Yards |
| <input type="checkbox"/> Structure Type Selection Studies | <input type="checkbox"/> Maintenance Facilities |

DESIGN

- | | |
|--|--|
| <input type="checkbox"/> Track Alignment Design | <input type="checkbox"/> Structure Rating |
| <input type="checkbox"/> Track Rehabilitation and Upgrades | <input type="checkbox"/> Structure Repairs and Strengthening |
| <input type="checkbox"/> Yard Design | <input type="checkbox"/> Stations and Platforms |
| <input type="checkbox"/> New Structures | <input type="checkbox"/> Plans, Specifications & Estimates |
| <input type="checkbox"/> Traffic Signals | <input type="checkbox"/> Street Improvements |
| <input type="checkbox"/> Signing and Striping | <input type="checkbox"/> Advance Preemption Calculations |
| <input type="checkbox"/> Traffic Control | |



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RailPros, Inc. has provided services for each of these clients. Eric Hankinson has also managed projects for these clients.

- ❑ **Agency Name:** Center City Development Corporation
Agency Address: 225 Broadway Suite 1100 San Diego, CA. 92101
Contact Name: Scott A. Johnson
Contact Title: Senior Project Manager
Contact Telephone Number: (619) 533-7108

- ❑ **Agency Name:** Southern California Regional Rail Authority
Agency Address: 700 South Flower Street, 26th Floor Los Angeles, CA. 90017
Contact Name: Gray Crary
Contact Title: Assistant Executive Officer, Operating Services
Contact Telephone Number: (213) 452-0275

- ❑ **Agency Name:** Orange County Transportation Authority
Agency Address: 550 South Main Street Orange CA. 92863
Contact Name: Darrell Johnson
Contact Title: Deputy Director - Capital Programs
Contact Telephone Number: (714) 560-5343



RAILPROS INC.

EXHIBIT B
COMPENSATION SCHEDULE

City of Torrance
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Schedule

RailPros anticipates that this scope of services will be completed within 4 months upon execution of a contract and written notice to proceed. *RailPros staff is available to begin work on this project immediately.*

Fee

RailPros proposes to perform this scope of services on a time and materials basis as per the fee breakdown below. All project-related hard-copy reproduction and document distribution will be performed by the City.

		Multiplier						
		2.75	2.75	2.75	2.75			
FY 2010 Direct Labor Rates		\$105.00	\$64.50	\$105.00	\$28.00			
TASKS		E. Hankinson	C. Coffman	J. Zerzan	J. Trejo	Hours Totals	Subtask Totals	Task Totals
1	Project Management	8			8	16	\$2,926.00	
2	City Kickoff Meeting	6			6	12	\$2,194.50	\$ 5,121
3	Data Review				4	4	\$308.00	
3	Site Visit				8	8	\$616.00	\$ 924
4	FRA Quiet Zone Calculations	4			12	16	\$2,079.00	
5	Quiet Zone Notice of Intent (NOI)		4		12	16	\$1,633.50	
6	Site Diagnostic Meeting and Coord	12			28	40	\$5,621.00	
7	NOI Response Review		4		8	12	\$1,325.50	
8	City Strategy Meeting	6			6	12	\$2,194.50	
9	Conceptual Exhibits		8		40	48	\$4,499.00	
10	Conceptual Cost Estimate	4	4	40	40	88	\$16,494.50	\$ 33,847
<i>Hours Subtotals</i>		40	20	40	172	272		
							TOTAL FEE:	\$ 39,892

