

Council Meeting of
June 13, 2006

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

Members of the Council:

SUBJECT: Recommendation to Approve an Amendment to Agreement C2005-085 with P & D Consultants for Consulting Engineering Services for the Zamperini Field Security Project (FEAP 309, 348, 349)

Expenditure: \$27,138

RECOMMENDATION

The Public Works Director recommends that the City Council:

1. Approve a first Amendment to Agreement C2005-085 with P&D Consultants to extend the term of the contract from April 26, 2007 to December 26, 2007 and to increase the contract amount by \$27,138 with a new not to exceed amount of \$223,918 to fund additional consultant services requested by staff for data research, preliminary design and related meetings for the Airport Security Project (FEAP 309, 348 and 349);
2. Authorize the Mayor to execute and the City Clerk to attest to the Amendment on behalf of the City; and
3. Appropriate \$27,138 from the Airport Enterprise fund balance to cover the additional consultant services.

Funding

Funding is available in the Airport Enterprise Fund Balance.

BACKGROUND/ANALYSIS

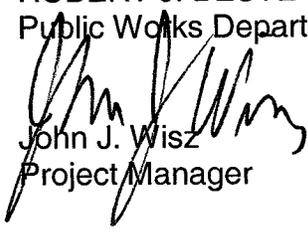
The City's Agreement with P&D Consultants was entered into on May 17, 2005. It contained a detailed, multi-phased scope of work culminating in the preparation of final plans, specifications and estimates for the construction of extensive security measures at Zamperini Field. Preparation of preliminary cost estimates are required in the pre-design and design stages.

The preliminary cost estimate produced during Phase 2 (Data Research and Preliminary Design) was significantly higher than staff's 2004 estimate. Staff has requested P & D to perform additional tasks to ensure that the project is constructed at the lowest cost while maintaining the desired performance.

These additional tasks have included researching the reliability of new wireless camera systems and assessing potential savings by reducing the need for buried conduits. Other cost savings analyses were performed for hangar lighting and fencing and gates. This entailed meetings with more vendors, more systems demonstrations and more meetings and presentations to City staff, the Airport Commission, and City Council. The Consultant's estimate for the extra work is \$27,138.

Respectfully submitted,

ROBERT J. BESTE
Public Works Department

By 
John J. Wisz
Project Manager

CONCUR:



Robert J. Beste
Public Works Director



for LeRoy J. Jackson
City Manager

Attachments: A) First Amendment to Agreement C2005-085
B) Agreement C2005-085

AMENDMENT TO AGREEMENT C2005-085

This Amendment to Agreement is made and entered into as of _____, by and between the City of Torrance, a municipal corporation ("CITY"), and P & D Consultants, a Delaware corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONSULTANT entered into an Agreement on May 17, 2005, whereby CONSULTANT agreed to provide consultant services to research, perform preliminary and final designs, prepare plans, specifications, and estimates for the Zamperini Field Security Project.
- B. CITY wishes to have consultant perform additional services related to research, preliminary design and meetings and increase the not to exceed contract amount by \$27,138 to cover such additional services.
- C. Both parties wish to extend the term of the contract from the effective date of the contract through December 26, 2007.

AGREEMENT:

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

"2. TERM

Unless earlier terminated in accordance with paragraph 4 below, this Agreement will continue in full force from the Effective Date through December 26, 2007."

2. Paragraph 3.A, entitled "CONSULTANT's Fee," is amended to read in its entirety as follows:

"3. COMPENSATION

A. CONSULTANT's Fee

For services rendered pursuant to this Agreement CONSULTANT will be paid in accordance with the Compensation Schedule attached hereto as Exhibit B-1, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services contemplated by this Agreement, exceed the sum of \$223,918 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Agreement dated May 17, 2005, between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

City of Torrance
a Municipal Corporation

P & D Consultants
a Delaware Corporation

By: _____
Dan Walker, Mayor

By: _____
John L. Kinely
President and CEO

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Deputy City Attorney

EXHIBIT B-1

COMPENSATION SCHEDULE

Zamperini Field Security Project - City of Torrance
Design Fee

Task #	Description	SPM \$ 170	SSE \$ 165	SEE \$ 145	SCE \$ 130	CE \$ 105	CAD \$ 85	WP \$ 75	DMJM ILS Eng	Foresight (1)	AVS (1)	Total Fee
PHASE 1												
TOPOGRAPHIC SURVEYS												
1 - 1	Research/Set Survey Control									\$820	\$0	\$ 820
1 - 2	Provide Ground Surveys at 12 Veh. and 6 Ped. Gates									\$5,040	\$0	\$ 5,040
1 - 3	Survey Fence Line									\$5,040	\$0	\$ 5,040
1 - 4	Survey Parking Lot with low fence									\$1,520	\$0	\$ 1,520
1 - 5	Survey Runway and ILS equipment									\$1,640	\$0	\$ 1,640
1 - 6	Survey Wash Rack Area (1)									\$1,760	\$0	\$ 1,760
	Subtotal Phase 1	0	0	0	0	0	0	0	0	\$ 15,820	\$ -	\$ 15,820
PHASE 2												
DATA RESEARCH AND PRELIMINARY DESIGN												
Review Records												
2 - 1	Kick-off meeting			1	3	1	1	1			\$420	\$ 1,220
2 - 2	Review Records. Determine Available Power Sources			8	4	8					\$420	\$ 2,940
2 - 3	Review Existing Engineering Reports & Airport Requirements			4		8					\$610	\$ 2,030
2 - 4	Add Two Electrical Service Entrances. Issue SCE Service Requests			16							\$0	\$ 2,320
2 - 5	Perform Electrical Load Calculations for Two New Service Entrances			16							\$0	\$ 2,320
2 - 6	Send Utility Notices.			4							\$0	\$ 580
2 - 7	Review NAV/ADS Data								\$ 300		\$0	\$ 300
2 - 8	Review Design Criteria vs. ILS equipment								\$ 600		\$0	\$ 600
2 - 9	Fence Inspections & Recommendations			8	4	8					\$1,220	\$ 3,740
2 - 10	Fence Perimeter Fence, Gates, and Hangar Lighting Areas Gate Layout Recommendations			8		16	16				\$0	\$ 4,200
Security Evaluation/ Study												
2 - 11	Design Meeting to Evaluate Security Needs				4	4					\$525	\$ 1,465
2 - 12	Research Vendor Information for CCTV cameras, lighting, keycards...										\$1,500	\$ 1,500
2 - 13	Arrange presentations by vendors to Staff (One presentation) (2)					8					\$630	\$ 1,470
2 - 14	Present Findings and Recommendations to staff following vendor product research				4						\$420	\$ 940
Summary of Design Criteria												
2 - 15	Prepare Preliminary Design Summary			10	12	8	0	8			\$1,150	\$ 5,600
2 - 16	Preliminary Construction Cost Estimate			2	4	10	6				\$525	\$ 2,895
2 - 17	Submit Design Summary in Monthly Meeting				8						\$0	\$ 1,040
	Subtotal Phase 2	0	0	77	43	71	23	9	\$ 900	\$ -	\$ 7,420	\$ 35,160
PHASE 3												
30% Design												
3 - 1	Format Airport Aerial Image based on Ground Survey					8					\$0	\$ 840
3 - 2	Draw All Existing Airfield Edge Lights and Conduits in AutoCAD (3)				2	4	24				\$0	\$ 2,720
3 - 3	Perimeter Fence Layout Plans				4	16	24				\$0	\$ 4,240
3 - 4	ILS Simulation				1				\$ 5,036		\$0	\$ 5,166
3 - 5	ILS Drafting								\$ 352		\$0	\$ 352
3 - 6	QA/QC ILS analysis								\$ 884		\$0	\$ 884
3 - 7	Present Findings and Recommendations to staff following ILS Simulation				4				\$ 2,600		\$0	\$ 3,120
3 - 8	Security Device Plan and System Block Diagrams										\$0	\$ 3,610
3 - 9	Update Construction Cost Estimate			4	6	10	8				\$0	\$ 3,720
3 - 10	Update Design Schedule				4						\$0	\$ 520
3 - 11	QA/QC	2			8						\$0	\$ 2,180
3 - 12	Design Meeting				4						\$0	\$ 1,360

Zamperini Field Security Project - City of Torrance
Design Fee

Task #	Description	SPM \$ 170	SSE \$ 165	SEE \$ 145	SCE \$ 130	CE \$ 105	CAD \$ 85	WP \$ 75	DMJM ILS Eng	Foresight ⁽¹⁾	AVS ⁽¹⁾	Total Fee
3- 13	30% P&E Submittal in Monthly Meeting (including invoice and project summary)				4					\$0	\$0	520
	Subtotal Phase 3	2	0	4	37	38	56	0	\$ 8,872	\$	\$ 5,880	\$ 29,232
PHASE 4												
65% Design												
4- 1	Title Sheet		1	1	4	4	8			\$0	\$670	2,045
4- 2	Team Coordination Meeting		4	8	4	4	4			\$0	\$840	3,220
4- 3	Site Layout/Staging Area/Survey Contr/Abbrevs				8	8	8			\$0	\$0	1,520
4- 4	Phasing Plans (4 sheets)			16			16			\$0	\$0	3,440
4- 5	Fence and Gate Plans (6 sheets)				16	16	16			\$0	\$0	3,040
4- 6	Fence and Gate Details (2 sheets)				8	8	8			\$0	\$0	2,200
4- 7	Interface with Retaining Wall at Parking Lot, Tennis Club (1 sheet)		8		8	12	12			\$0	\$0	3,180
4- 8	Gate Layout Details (4 sheets)				16	16	16			\$0	\$0	3,040
4- 9	Site Security Device Wiring Plans									\$0	\$2,140	2,140
4- 10	CCTV System Block Diagrams, Wiring Schematics and installation Details (1 sheet)									\$0	\$3,160	3,160
4- 11	Access Control System Block Diagrams, Wiring Schematics and installation Details (1 sheet)									\$0	\$2,140	2,140
4- 12	Signal Infrastructure Diagrams & Details (1 sheet)			16	1		24			\$0	\$2,650	2,650
4- 13	Security System Electrical Plans (4 sheets)			16	1		24			\$0	\$0	4,490
4- 14	Hangar Lighting Plans (2 sheets)			6	1		12			\$0	\$0	4,490
4- 15	Control Room Electrical Plan			16	1		12			\$0	\$0	2,020
4- 16	Electrical Details and Panel Schedule (2 sheets)			16	1		12			\$0	\$0	3,470
4- 17	Lighting Details and Logic Diagrams (2 sheets)			16	1		12			\$0	\$0	3,470
4- 18	Airfield Electrical Demolition Plans (2 sheets) (3)			6		8	16			\$0	\$0	3,070
4- 19	Airfield Proposed Electrical Improvement Plans (10 sheets) (3)			8		8	40			\$0	\$0	5,400
4- 20	Airfield Electrical Details (3)		4				10			\$0	\$0	1,430
4- 21	Wash Rack Demolition and Paving Plan (1 sheet) (1)		1	3	8	8	16			\$0	\$0	2,735
4- 22	Wash Rack Details (1)			2	4	4	8			\$0	\$0	1,360
4- 23	First Draft of Technical Specifications			30	24			40		\$0	\$2,875	13,345
4- 24	Update Construction Cost Estimate				4	12				\$0	\$630	2,410
4- 25	Update Design Schedule				4					\$0	\$0	520
4- 26	QA/QC	2			8					\$0	\$800	2,180
4- 27	Design Meeting				4	0				\$0	\$1,260	1,780
4- 28	65% P&S&E Submittal in Monthly Meeting (including invoice and project summary)				4					\$0	\$0	520
	Subtotal Phase 4	2	8	124	83	104	270	40	\$	\$	\$ 17,165	\$ 84,465
PHASE 5												
Final Design												
5- 1	Team Coordination Meeting		4	8	4	4	4			\$0	\$840	3,220
5- 2	Prepare Final Plans - Signed Mylars			20	20	40	40			\$0	\$3,960	17,060
5- 3	Prepare Final Technical Specs			20	20			24		\$0	\$2,950	10,250
5- 4	Assemble Specs Appendices Data (as needed: Standard Plans, FAA Advisory Circulars, Manufacturer data etc.)				8			8		\$0	\$720	2,360
5- 5	Prepare Final Estimate & Bid Schedules				4	8				\$0	\$630	1,990
5- 6	QA/QC	4			10					\$0	\$1,200	3,180
5- 7	Design Meeting				4	0				\$0	\$840	1,360

Zamperini Field Security Project - City of Torrance
Design Fee

Task #	Description	SPM \$ 170	SSE \$ 165	SEE \$ 145	SCE \$ 130	CE \$ 105	CAD \$ 85	WP \$ 75	DMJM ILS Eng	Foresight ⁽¹⁾	AVS ⁽¹⁾	Total Fee
5 - 8	Final PS&E Submittal in Monthly Meeting (including invoice and project summary)			4						\$0	\$0	520
	Subtotal Phase 5	4	0	44	78	52	44	32	\$ -	\$ -	\$ 11,140	\$ 39,940
PHASE 6	Bid & Construction Administration Support Services (4)											
6-1	Attend Pre-Bid Conference			4						\$0	\$420	940
6-2	Review Bids	2		8	8			8		\$0	\$210	3,350
6-3	Respond to RFIs	2		28	28	4				\$0	\$840	9,300
6-4	Prepare Addenda for Revisions & Changes			8	8		24			\$0	\$840	5,080
	Subtotal Phase 6	4	0	44	48	4	24	8	\$ -	\$ -	\$ 2,310	\$ 18,670
PHASE 7	Other Meetings											
7-1	Monthly Meetings, other than Submittal Meetings (Assume 2 additional meetings)				16					\$0	\$0	2,080
7-2	Prepare For and Attend Public Meetings of Airport Commission or City Council (assume 2 meetings)				16	0	16			\$0	\$0	3,440
	Subtotal Phase 7	0	0	0	32	0	16	0	\$ -	\$ -	\$ -	\$ 5,520
	Other Direct Costs (ODCs)											
	Printing & reproduction - Plans											\$ 2,760
	Reproduction - Specs/ Reports											\$ 600
	Travel											\$ 1,460
	Deliveries + Postal											\$ 400
	Phone											\$ 450
	Total ODCs											\$ 5,670
	Total Hours and Fee	12	8	293	321	269	433	89	\$ 9,772	\$ 15,820	\$ 43,915	\$ 234,480

Notes

- 1- Option 1, Wash Rack
- 2- Includes up to 3 vendors
- 3- Option 2, Airfield Lighting Conduits
- 4- Estimated hours. Actual hours will depend on requests received during construction.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of May 17, 2005 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and P & D Consultants, a Delaware Corporation ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified engineering CONSULTANT to prepare plans, specifications and estimates for the Zamperini Field Security Project and the plans, specifications and estimates for airfield lighting conduits and wash rack relocation.
- 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 26, 2007.

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 \$196,780 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

C2005-085

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**

Robert J. Beste 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:

John L. Kinley
Mark S. Nelson

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. **CARE OF WORK**

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

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

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

15. **INDEMNIFICATION**

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

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

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

17. **INSURANCE**

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

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

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

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

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

18. **SUFFICIENCY OF INSURERS AND SURETIES**

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies authorized to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed

accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. **CONFLICT OF INTEREST**

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

20. **NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

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

CONSULTANT: P & D Consultants
 Attn: Suhair Qoborsi
 999 Town & Country Road, 4th Fl.
 Orange, CA 92868
 Fax: (714) 285-1281

CITY: City Clerk
 City of Torrance
 Attn: John Wisz, Public Works
 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

P & D Consultants
a Delaware Corporation

Dan Walker, Mayor

By: _____
John L. Kinely
President & CEO

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A**SCOPE OF SERVICES**

The following Scope of Services describes the tasks the CONSULTANT will perform to produce the bid package for the security fencing and gates, security lighting, surveillance cameras and keycard system. Also included in the Scope is a description of the tasks necessary for Option 1, the wash rack relocation and Option 2, the airfield lighting conduits.

EXHIBIT A

SCOPE OF SERVICES

Following is a description of the tasks that will be provided by P&D Consultants to the City of Torrance for Engineering Services associated with the Design of the Zamperini Field Security Project, which include:

- a) ILS simulation and recommendations for construction of a higher perimeter fence within the ILS signal range;
- b) Removal and replacement of perimeter fencing;
- c) New automatic sliding vehicle gates and manual swing pedestrian gates, with Closed Circuit Television (CCTV) surveillance cameras and access control devices;
- d) CCTV cameras and access control devices at existing automatic vehicle and pedestrian gates;
- e) CCTV cameras at the transient tie-down apron and at the southeast hangars;
- f) Centralized access control system at the General Aviation Center (GAC) which connects to all gates and cameras;
- g) Southeast hangar lighting;
- h) New aircraft wash rack, including the demolition of the existing rack (Option 1);
- i) Removal and replacement of airfield edge lighting conduits and base cans (Option 2).

PHASE 1 – TOPOGRAPHIC SURVEYS

Tasks 1-1 through 1-6 **Topographic Surveys (includes Option 1)**. Topographic surveys will be performed by P&D's subconsultant, Foresight Engineering, which will include:

- Research and setting of survey control based on available City benchmarks.
- Survey Fence line, with additional survey shots at the inclined fence segments.
- Survey the parking lot with low fence segments, along Skypark Drive, northwest of the Tennis Club.
- Survey runway and ILS equipment as required for the ILS modeling.
- Survey wash rack area, including the new wash rack location (Option 1).

Survey data will be provided to P&D as point files in ASCII format as well as in AutoCAD 2002 format. P&D will import the ASCII survey data into Land Development Desktop for use in fence layout, creating digital terrain models for the existing and finish surfaces and for earthwork calculations, where needed.

The City will provide P&D with aerial images of the whole airport which will be used as the base background for all sheets. P&D will translate and rotate these images to match the ground survey control provided by Foresight.

PHASE 2 – DATA RESEARCH AND PRELIMINARY DESIGN

Task 2-1 **Kick-Off Meeting**. In this one hour meeting, P&D's project manager briefs the members of the design team with the main elements of the project, specific

issues associated with each element, scope, team member responsibilities, work plan, budget and schedule.

Task 2-2 Review Records. Determine Available Power Sources (includes Options 1 & 2). P&D will review existing records/ reports/ information provided by the City to get a clear understanding of the existing infrastructure/ utilities. Power sources will be determined based on the surrounding features, such as power or light poles, transformers and airport electrical meters. The use of existing on-site power distribution will be evaluated. This will require determination of existing service owners responsible for the electric energy costs. The use of existing services offers a distinct economy and if deemed necessary, sub-metering will be considered. Once the load locations are finalized, backup power considerations will be evaluated. Given the widely distributed nature of the loads, the most practical approach will most likely be the application of uninterruptible power supplies (UPS) connections for each dedicated power feeder. This will be needed at least at one main gate in case of power outage to allow this gate to open and provide access.

Task 2-3 Review Existing Engineering Reports & Airport Requirements. The P&D team will review existing studies/ reports prepared for the proposed airport security system.

Task 2-4 Add Two Electrical Service Entrances. Issue Southern California Edison (SCE) Service Requests. P&D will coordinate with the utility companies, specifically the electric company, regarding needed improvements. Based on our current understanding, it is assumed that two new service entrances, as a minimum, will be required. As design progresses, the possibility exists that this number may increase. If it becomes obvious that the additional service entrances will require significant amount of design effort and processing with SCE, beyond the 32 senior electrical engineer's hours assigned to tasks 2-4 and 2-5, the issue will be presented to the City for further direction before proceeding with the work.

Task 2-5 Perform Electrical Load Calculations for Two New Service Entrances. Service entrance requests to SCE require, at a minimum, a connected load study performed in accordance with National Electrical Code (NEC) Article 220. Assuming the request is accepted and a source configuration agreed upon, SCE will be requested to perform a short circuit study and produce in writing the maximum short circuit (fault) current available at the point of common coupling (PCC).

Task 2-6 Send Utility Notices. Utility notices will be sent out as appropriate regarding our proposed improvements. Upon reaching the conclusion that a service entrance is required, a request for new service will be prepared and submitted to SCE. SCE typically responds with a data request which will be comprised of documents establishing the legal status of the property in addition to the electrical specifics. P&D will obtain from the City the necessary property information and respond to SCE's data request.

Task 2-7 **Review NAVAIDS Data.** The ILS Engineer will review existing NAVAIDS data as necessary for the ILS model.

Task 2-8 **Review Design Criteria vs. ILS equipment.**

Task 2-9 **Inspect Perimeter Fence, Gates and Hangar Lighting Areas.** P&D will perform a visual assessment of the existing condition of the perimeter fence and gates.

Task 2-10 **Gate Layout Recommendations.** P&D will determine layout and width requirements at each new gate based on airport operations and tenant needs. Hangar areas will be inspected for appropriate locations of light and conduit installation and for available power sources. Gates included are:

- Vehicle gates: Eight new and two existing gates.
- Pedestrian gates: Five new and one existing interior gate.

Task 2-11 **Design Meeting to Evaluate Security Needs.** P&D will study and evaluate the security needs and requirements of the airport in general with special focus on the gate areas. This will entail a meeting with the City and airport management staff to gain a better understanding of the present conditions and the future security plans/needs of the facility. Meeting minutes will be prepared and distributed. Based on such analysis, P&D will advise the City on the necessary security measures and alternatives, backed up with cost estimates for review and as an aid in the decision-making process.

Task 2-12 **Research Vendor Information for CCTV cameras, lighting, keycards... etc.** This task will entail research work of the most suitable and proven products available in the market for cameras, card readers, tailgating devices and lighting.

Task 2-13 **Arrange presentation by vendors to Staff (one presentation).** Product presentation/system demonstrations will be arranged to review state-of-the-art technologies including digital video recording and storage, video motion detection, license plate reading cameras, off-site monitoring, video ID badging, video/data signal transmission, etc. Up to 3 vendors will demonstrate their products.

Task 2-14 **Present Findings and Recommendations to staff following vendor product research.** Based on research and presentations performed in task 2-13 above and the feedback received from the City, a recommendation will be provided on security equipment types and features which will meet the airport needs.

Task 2-15 **Prepare Preliminary Design Summary (includes Options 1 & 2);**

Task 2-16 **Preliminary Construction Cost Estimate (includes Options 1 & 2).** A summary of our preliminary design will be prepared and submitted to the City for review, feedback and approval. This will include a preliminary construction cost estimate. Cost estimates will be structured in accordance with a proposed bid schedule and will be preliminary in nature. Cost estimates will also be prepared for different design

alternatives under consideration as appropriate. This design summary will be presented as part of the monthly meeting with the City Project Manager.

Task 2-17 Submit Design Summary in Monthly Meeting. Per the City's requirements, P&D's project manager will prepare and hand-carry the monthly invoice and progress summaries that include:

- An estimated percent of project completion to date.
- A summary of the work completed by phase for the month
- A statement on the project schedule, budget and work anticipated to be completed the following month.
- If a submittal is due that month, 4 copies of plans, estimates and specifications will be provided.

PHASE 3 – 30% DESIGN

Task 3-1 Format Airport Aerial Image based on Ground Survey. Based on the ground survey control and information, the aerial image provided by the City will be translated and rotated to match the ground survey. Image Scaling will be done as necessary.

Task 3-2 Draw All Existing Airfield Edge Lights and Conduits in AutoCAD (Option 2). Using the as-built drawings, P&D will draw into AutoCAD all existing lights and conduits. The adjusted aerial image will also be used to determine the actual location of edge lights.

Task 3-3 Perimeter Fence Layout Plans. Sheets will be prepared showing the proposed fence line and preliminary gate locations, with stationing.

Task 3-4 ILS Simulation;

Task 3-5 ILS Drafting;

Task 3-6 Quality Assurance Quality Control (QAQC) ILS Analysis. Our ILS engineer will prepare an ILS simulation model for different fence alternatives. Possible alternatives are:

1. Various fence materials and their effect on ILS signals.
2. Zigzagging fence alignment (saw tooth alignment) to minimize interference
3. Moving glide slope closer to the runway centerline to avoid conflict with the proposed fences and existing buildings.
4. Different glide slope technology (End-Fire System)

The ILS simulation software uses physical optics to compute scattering effects from rectangular structures over a flat, level ground plane. The model will be adapted to reflect the above alternatives. The modeling results will be tabulated for peak error of the glide slope and the localizer.

Task 3-7 Present Findings and Recommendations to staff following ILS Simulation. Based on the analysis done in tasks 3-4 through 3-6 above and the feedback received from the City, a recommendation will be reached on a fence design which will eliminate ILS signal interference.

Task 3-8 Prepare Security Device Plan and System Block Diagrams. These layouts will show the access control devices and CCTV cameras at each gate location.

Task 3-9 Update Construction Cost Estimate (includes Options 1 & 2). 30% design level.

Task 3-10 Update Design Schedule. P&D will update the design schedule after each milestone has been reached. It will be in the format of a bar schedule using MS Project.

Task 3-11 QAQC. 30%-completed plans and estimate will undergo our internal QAQC procedure, which will include a peer review.

Task 3-12 Design Meeting. P&D will attend one design review meeting at the airport for the 30% design. Meeting minutes will be prepared and distributed as necessary.

Task 3-13 30% P&E Submittal in Monthly Meeting (including invoice and project summary).

PHASE 4 – 65% DESIGN

Task 4-1 Title Sheet. A title sheet will be prepared in accordance with the City's standard format. The title sheet will include location and vicinity maps, the project titles, including City project number and sheet index.

Task 4-2 Team Coordination Meeting. The City's comments on the 30% design will be presented to the team (including subconsultants) and the steps/ tasks needed to respond to the comments and provide 65%-completed designs, together with the design schedule and deadlines.

Task 4-3 Site Layout, Staging Area, Survey Control and Abbreviations. These two sheets will provide general information about the project, which include an overall site layout, survey horizontal and vertical control data, complete list of construction and disposition notes, legend, symbols and abbreviation list.

Task 4-4 Phasing Plans (includes Options 1 & 2). The phasing plans will include a view of the whole airfield with the areas included in the project identified. Construction sequencing of the various aspects of the project will be addressed. Construction duration, airfield closures and work included in each phase will be clearly identified.

Task 4-5 Fence and Gate Plans. It is estimated that six 24"X36" sheets, double-stack view, scale 1" = 40' will sufficiently show approximately 14,000 linear feet of fence improvements. The aerial image will be the main background overlaid with proposed improvement line work, construction and disposition notes.

Task 4-6 Fence and Gate Details. Two sheets will show the typical details for the chain link fence, vehicle and pedestrian gates, and access control devices.

Task 4-7 Interface with Retaining Wall at Parking Lot, Tennis Club. A plan will be prepared showing the work needed to bring the fence height within this parking lot to the required height, including any needed details.

Task 4-8 Gate Layout Details. A detail of each gate location will be provided showing the proposed improvements, with proper dimensioning. A card reader will be needed for entry only and exiting will be free, via pavement loop detectors.

Task 4-9 Site Security Device Wiring Plans. 65% design level.

Task 4-10 CCTV System Block Diagrams, Wiring Schematics and installation Details. Prepare at a 65% design level.

Task 4-11 Access Control System Block Diagrams, Wiring Schematics and installation Details. Prepare at a 65% design level.

Task 4-12 Signal Infrastructure Diagrams & Details. Prepare at a 65% design level.

Task 4-13 Security System Electrical Plans. It is estimated that four sheets will be needed to show the electrical improvements to bring power to the gates, whether it is from existing or new sources.

Task 4-14 Hangar Lighting Plans. Hangar outdoor lighting design will include luminaire layout plan supported by a photometric analysis to establish the most economic attainment of the minimum apron lighting standard of 1 foot-candle, per the Illumination Society of America (ISA) standards. The plan will also include a fixture and circuit schedule.

Task 4-15 Control Room Electrical Plan. A background of existing equipment in the GAC control room will be prepared. Power panels where new circuits will be taken from and new panels, if needed will be shown in bold. From existing and/or new panels, new electrical conduits and outlets will be shown in bold. If the new communication equipment is in a separate room, any additional conduits to provide power to that room will be provided. UPS equipment, its source power circuit and supply power outlets will be shown.

- Task 4-16 **Electrical Details and Panel Schedule.** Details will be prepared for all new low voltage circuits that are required to supply gate operators, UPS additions, communication network equipment, lighting, lighting controls and other. A panel schedule shall be produced depicting either an existing panel with added load or a new panel(s) as conditions dictate.
- Task 4-17 **Lighting Details and Logic Diagrams.** Installation details and schematic switching controls will be provided. Lighting controls will follow the general guidelines as required by CEC Title 24. Photocells and auxiliary manual switching will be employed as necessary.
- Task 4-18 **Airfield Electrical Demolition Plans.** These plans will show the removal of existing edge lighting circuits and removal and protection of edge lights for reinstallation in new base cans. (Option 2)
- Task 4-19 **Airfield Proposed Electrical Improvement Plans (Option 2).** These plans will show new conduit layouts, base cans, including linear footages, size of conduits and required circuits (i.e., Raceway Schedule). These circuits will match the existing ones, based on the information provided in the as-built plans. Electrical conduits installed in 1983 for the Fairchild Apron floodlights will be protected in place. The apron edge light circuits will either be re-pulled into the existing floodlight conduits or in separate new conduits to be installed parallel to the existing ones.
- Task 4-20 **Airfield Electrical Details (Option 2).** Details will be prepared as necessary to support the work shown in tasks 4-18 and 4-19.
- Task 4-21 **Wash Rack Demolition and Paving Plan (Option 1).** The existing wash rack concrete pavement will be demolished, while protecting the underground clarifier and its connections to the existing inlet. The rain switch system will also be protected and reused. The existing inlet will be adjusted to a new grade that eliminates the existing dip/grade break within aircraft traffic. The new wash rack will connect to the existing inlet and drain into the existing sanitary sewer/ storm drainage system in its current condition.
- Task 4-22 **Wash Rack Details (Option 1).** Details will be provided for the new concrete pad, trench drain and connections to existing inlet. These details will either be shown on the demolition and paving plan or on a separate sheet.
- Task 4-23 **First Draft of Technical Specifications (includes Options 1 & 2).** Based on the proposed improvements, a first draft of technical specifications will be prepared. Several sections will be based on the FAA boilerplate specifications, outlined in their advisory circular 150/5370-10A, *Standards for Specifying Construction of Airports*.
- Task 4-24 **Update Construction Cost Estimate (includes Options 1 & 2).** A construction cost estimate will be prepared based on the 65% complete drawings. This will be prepared in the format of the proposed bid schedules. A separate bid schedule will be prepared for the airfield lighting improvements due to separate funding source. All

other improvements, including the wash rack, will be included as one bid schedule. Bid additive alternates will be provided, if needed, due to construction budget concerns.

Task 4-25 **Update Design Schedule.** P&D will update the design schedule after each milestone has been reached. It will be in the format of a bar schedule using MS Project.

Task 4-26 **QAQC.** 65%-completed plans and estimate will undergo our internal QAQC procedure.

Task 4-27 **Design Meeting.** P&D will attend one design review meeting at the airport for the 65% design. Meeting minutes will be prepared and distributed as necessary.

Task 4-28 **65% PS&E Submittal in Monthly Meeting (including invoice and project summary).**

PHASE 5 – FINAL DESIGN

Task 5-1 **Team Coordination Meeting.** The City's comments on the 65% design will be presented to the team (including subconsultants) and the steps/ tasks needed to respond to the comments and reach to the final design, together with the design schedule and deadlines.

Task 5-2 **Prepare Final Plans – Signed Mylars.** P&D will finalize the designs of the project and prepare final plans accordingly. The designs will be complete at this stage and no further changes will be incorporated. Final plans will be plotted on mylars and signed by the professional engineers in charge of the different discipline design.

Task 5-3 **Prepare Final Technical Specifications.** P&D will prepare the final technical specifications. The preparation of the technical specifications will be complete at this stage and no further changes will be incorporated. P&D will review portions of the City's Special Provisions and provide other sections as requested by the City's project manager in the initial scope meeting.

Task 5-4 **Assemble Specs Appendices Data (as needed: Standard Plans, FAA Advisory Circulars, Manufacturer data ... etc.)**

Task 5-5 **Prepare Final Estimate and bid schedules.** P&D will prepare the final construction cost estimate based on the final design. Separate bid schedules will be prepared as necessary based on funding sources. Bid schedules will be appropriately coordinated with each of the payment clauses in the technical specifications for each item and a final engineer's estimate will be provided to match the format of the bid schedule.

Task 5-6 **QAQC.** The final plans, specifications and estimate will undergo our internal QAQC procedure.

Task 5-7 **Design Meeting.** P&D will attend one design review meeting at the airport for the final design. Meeting minutes will be prepared and distributed as necessary.

Task 5-8 **Final PS&E Submittal in Monthly Meeting (including invoice and project summary).** P&D will deliver stamped and signed plans in mylar and AutoCAD electronic files, specifications and estimates in Camera ready format (unbound 8 ½ x 11 sheets) as well as electronically.

PHASE 6 – BID & CONSTRUCTION ADMINISTRATION SUPPORT SERVICES

The number of hours included in this phase is an estimate, based on experience on similar projects. Additional site visits, meetings and additional construction support services, if requested by the City, will be provided at the labor rates and expenses stated in the Compensation Schedule, Exhibit B.

Task 6-1 **Attend Pre-Bid Conference.** P&D will attend a pre-bid conference to assist the City in responding to bidders questions.

Task 6-2 **Review Bids.** P&D will review the bids submitted and provide comments and a recommendation to the City.

Task 6-3 **Respond to RFIs (Request For Information).** P&D will provide written responses to bidders' or contractors' questions as requested by the City.

Task 6-4 **Prepare Addenda for Revisions and Changes.** P&D will prepare addenda showing revisions on the scope of work, as requested by the City.

PHASE 7 – Other Meetings

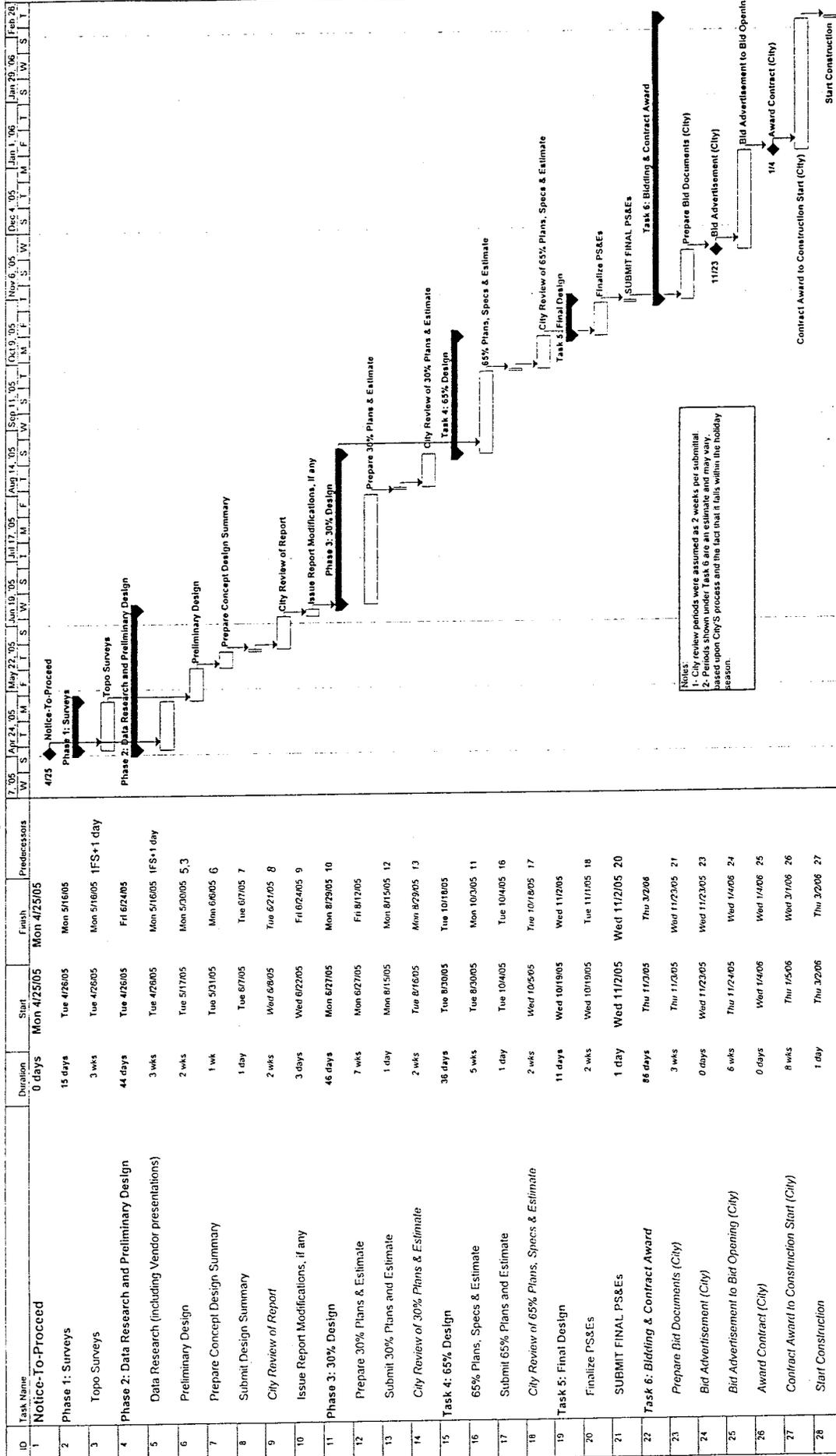
Task 7-1 **Monthly Meetings, other than Submittal Meetings (Assume 2 additional meetings).**

Task 7-2 **Prepare For and Attend Public Meetings of Airport Commission or City Council (assume 2 meetings).** Upon request by the City, P&D will attend two public meetings of the Airport commission and/or City Council and provide verbal presentations if needed. Visual aids such as exhibit boards or power point presentations will be prepared as necessary to aid in these presentations.

END OF EXHIBIT A.

Zamperini Field Security Project - City of Torrance
Design Schedule

(Bidding & Contract Award - For information only)



Notes:
1- City review periods were assumed as 2 weeks per submittal
2- Periods shown under Task 6 are an estimate and may vary, based upon City's process and the fact that it falls within the holiday season.

Prepared on Tue 3/28/05

P & D CONSULTANTS, Inc.

EXHIBIT B**COMPENSATION SCHEDULE**

The following compensation schedule outlines the CONSULTANT'S hourly not-to-exceed fee for producing the bid package and bid support services for the security fencing and gates, security lighting, surveillance cameras and key card system. The maximum fee is \$196,780.

The compensation schedule also includes the fees for Option 1, the wash rack relocation, and Option 2, the airfield conduits. The maximum fees are \$12,400 and \$25,300, respectively.

Zamperini Field Security Project - City of Torrance
Design Fee

Task #	Description	SPM	SSE	SEE	SCE	CE	CAD	WP	DMJM	Foresight (1)	AVS (1)	Total Fee
PHASE 1												
1-1	TOPOGRAPHIC SURVEYS									\$820		\$820
1-2	Research/Set Survey Control	\$ 170	\$ 165	\$ 145	\$ 130	\$ 105	\$ 85	\$ 75		\$5,040		\$5,040
1-3	Provide Ground Surveys at 12 Veh. and 6 Ped. Gates									\$5,040		\$5,040
1-4	Survey Fence Line									\$1,520		\$1,520
1-5	Survey Parking Lot with low fence									\$1,640		\$1,640
1-6	Survey Runway and ILS equipment									\$1,760		\$1,760
	Survey Wash Rack Area (1)									\$1,760		\$1,760
	Subtotal Phase 1	0	\$ 15,820	\$ -	\$ 15,820							

Task #	Description	SPM	SSE	SEE	SCE	CE	CAD	WP	DMJM	Foresight (1)	AVS (1)	Total Fee
PHASE 2												
DATA RESEARCH AND PRELIMINARY DESIGN												
Review Records												
2-1	Kick-off meeting			1	3	1	1	1		\$0		\$1,220
2-2	Review Records. Determine Available Power Sources			8	4	8				\$0		\$420
2-3	Review Existing Engineering Reports & Airport Requirements			4	8	8				\$0		\$610
2-4	Add Two Electrical Service Entrances. Issue SCE Service Requests			16						\$0		\$0
2-5	Perform Electrical Load Calculations for Two New Service Entrances			16						\$0		\$0
2-6	Send Utility Notices.			4					\$ 300	\$0		\$580
2-7	Review NAVAIDS Data								\$ 600	\$0		\$300
2-8	Review Design Criteria vs. ILS equipment									\$0		\$600
Fence Inspections & Recommendations												
2-9	Inspect Perimeter Fence, Gates and Hangar Lighting Areas			8	4	8				\$0	\$1,220	\$3,740
2-10	Gate Layout Recommendations			8	16	16				\$0		\$4,200
Security Evaluation/ Study												
2-11	Design Meeting to Evaluate Security Needs			4	4	4				\$0	\$525	\$1,465
2-12	Research Vendor Information for CCTV cameras, lighting, keycards...									\$0	\$1,500	\$1,500
2-13	Arrange presentations by vendors to Staff (One presentation) (2)				8	8				\$0	\$630	\$1,470
2-14	Present Findings and Recommendations to staff following vendor product research			4						\$0	\$420	\$940
Summary of Design Criteria												
2-15	Prepare Preliminary Design Summary			10	12	8	0	8		\$0	\$1,150	\$5,600
2-16	Preliminary Construction Cost Estimate			2	4	10	6			\$0	\$525	\$2,895
2-17	Submit Design Summary in Monthly Meeting				8	8				\$0	\$0	\$1,040
	Subtotal Phase 2	0	0	77	43	71	23	9	\$ 900	\$ -	\$ 7,420	\$ 35,160

Task #	Description	SPM	SSE	SEE	SCE	CE	CAD	WP	DMJM	Foresight (1)	AVS (1)	Total Fee
PHASE 3												
30% Design												
3-1	Format Airport Aerial Image based on Ground Survey					8				\$0		\$840
3-2	Draw All Existing Airfield Edge Lights and Conduits in AutoCAD (3)			2	4	4	24			\$0		\$2,720
3-3	Perimeter Fence Layout Plans			4	16	24				\$0		\$4,240
3-4	ILS Simulation			1					\$ 5,036	\$0		\$5,166
3-5	ILS Drafting								\$ 352	\$0		\$352
3-6	QAQC ILS analysis								\$ 884	\$0		\$884
3-7	Present Findings and Recommendations to staff following ILS Simulation			4					\$ 2,600	\$0		\$3,120
3-8	Security Device Plan and System Block Diagrams									\$0	\$3,610	\$3,610
3-9	Update Construction Cost Estimate			4	6	10	8			\$0	\$630	\$3,720
3-10	Update Design Schedule				4	4				\$0	\$0	\$520
3-11	QAQC	2			8	8				\$0	\$800	\$2,180
3-12	Design Meeting				4	4				\$0	\$840	\$1,360

Zamperini Field Security Project - City of Torrance
Design Fee

Task #	Description	SPM \$ 170	SSE \$ 165	SEE \$ 145	SCE \$ 130	CE \$ 105	CAD \$ 85	WP \$ 75	DMJM ILS Eng	Foresight (1)	AVS (1)	Total Fee
3-13	30% P&E Submittal in Monthly Meeting (including invoice and project summary)				4					\$0	\$0	\$ 520
	Subtotal Phase 3	2	0	4	37	38	56	0	\$ 8,872	\$	\$ 5,880	\$ 29,232
PHASE 4	65% Design											
4-1	Title Sheet		1	1	4	8				\$0	\$670	\$ 2,045
4-2	Team Coordination Meeting		4	8	4	4				\$0	\$840	\$ 3,220
4-3	Site Layout/Staging Area/Survey Cntrl/Abbrevtns				8	8				\$0	\$0	\$ 1,520
4-4	Phasing Plans (4 sheets)			16		16				\$0	\$0	\$ 3,440
4-5	Fence and Gate Plans (6 sheets)				16	16				\$0	\$0	\$ 3,040
4-6	Fence and Gate Details (2 sheets)				8	16				\$0	\$0	\$ 2,200
4-7	Interface with Retaining Wall at Parking Lot, Tennis Club (1 sheet)		8		8	12				\$0	\$0	\$ 3,180
4-8	Gate Layout Details (4 sheets)				16	16				\$0	\$0	\$ 3,040
4-9	Site Security Device Wiring Plans									\$0	\$2,140	\$ 2,140
4-10	CCTV System Block Diagrams, Wiring Schematics and installation Details (1 sheet)									\$0	\$3,160	\$ 3,160
4-11	Access Control System Block Diagrams, Wiring Schematics and installation Details (1 sheet)									\$0	\$2,140	\$ 2,140
4-12	Signal Infrastructure Diagrams & Details (1 sheet)									\$0	\$2,650	\$ 2,650
4-13	Security System Electrical Plans (4 sheets)		16	1		24				\$0	\$0	\$ 4,490
4-14	Hangar Lighting Plans (2 sheets)		16	1		24				\$0	\$0	\$ 4,490
4-15	Control Room Electrical Plan		6	1		12				\$0	\$0	\$ 2,020
4-16	Electrical Details and Panel Schedule (2 sheets)		16	1		12				\$0	\$0	\$ 3,470
4-17	Lighting Details and Logic Diagrams (2 sheets)		16	1		12				\$0	\$0	\$ 3,470
4-18	Airfield Electrical Demolition Plans (2 sheets) (3)		6		8	16				\$0	\$0	\$ 3,070
4-19	Airfield Proposed Electrical Improvement Plans (10 sheets) (3)		8		8	40				\$0	\$0	\$ 5,400
4-20	Airfield Electrical Details (3)		4		8	10				\$0	\$0	\$ 1,430
4-21	Wash Rack Demolition and Paving Plan (1 sheet) (1)		1	3	8	16				\$0	\$0	\$ 2,735
4-22	Wash Rack Details (1)			2	4	8				\$0	\$0	\$ 1,360
4-23	First Draft of Technical Specifications		30	24				40		\$0	\$2,875	\$ 13,345
4-24	Update Construction Cost Estimate			4	12					\$0	\$630	\$ 2,410
4-25	Update Design Schedule			4						\$0	\$0	\$ 520
4-26	QA/QC	2			8					\$0	\$800	\$ 2,180
4-27	Design Meeting				4	0				\$0	\$1,260	\$ 1,780
4-28	65% PS&E Submittal in Monthly Meeting (including invoice and project summary)				4					\$0	\$0	\$ 520
	Subtotal Phase 4	2	8	124	83	104	270	40	\$	\$	\$ 17,165	\$ 84,465
PHASE 5	Final Design											
5-1	Team Coordination Meeting		4	8	4	4				\$0	\$840	\$ 3,220
5-2	Prepare Final Plans - Signed Mylars		20	20	40	40				\$0	\$3,960	\$ 17,060
5-3	Prepare Final Technical Specs		20	20			24			\$0	\$2,950	\$ 10,250
5-4	Assemble Specs Appendices Data (as needed: Standard Plans, FAA Advisory Circulars, Manufacturer data ... etc.)			8			8			\$0	\$720	\$ 2,360
5-5	Prepare Final Estimate & Bid Schedules			4	8					\$0	\$630	\$ 1,990
5-6	QA/QC	4			10					\$0	\$1,200	\$ 3,180
5-7	Design Meeting				4	0				\$0	\$840	\$ 1,360

Zamperini Field Security Project - City of Torrance
Design Fee

Task #	Description	SPM	SSE	SEE	SCE	CE	CAD	WP	DMJM	Foresight (1)	AVS (1)	Total Fee
		\$ 170	\$ 165	\$ 145	\$ 130	\$ 105	\$ 85	\$ 75	ILS Eng			
5 - 8	Final PS&E Submittal in Monthly Meeting (including invoice and project summary)			4						\$0	\$0	\$ 520
	Subtotal Phase 5	4	0	44	78	52	44	32	\$ -	\$ -	\$ 11,140	\$ 39,940
PHASE 6	Bid & Construction Administration Support Services (4)											
6-1	Attend Pre-Bid Conference			4						\$0	\$420	\$ 940
6-2	Review Bids	2		8				8		\$0	\$210	\$ 3,350
6-3	Respond to RFIs	2		28	4					\$0	\$840	\$ 9,300
6-4	Prepare Addenda for Revisions & Changes			8			24			\$0	\$840	\$ 5,080
	Subtotal Phase 7	4	0	44	48	4	24	8	\$ -	\$ -	\$ 2,310	\$ 18,670
PHASE 7	Other Meetings											
7-1	Monthly Meetings, other than Submittal Meetings (Assume 2 additional meetings)			16						\$0	\$0	\$ 2,080
7-2	Prepare For and Attend Public Meetings of Airport Commission or City Council (assume 2 meetings)			16	0	16				\$0	\$0	\$ 3,440
	Subtotal Phase 8	0	0	0	32	0	16	0	\$ -	\$ -	\$ -	\$ 5,520
Other Direct Costs (ODCs)												
	Printing & reproduction - Plans											\$ 2,760
	Reproduction - Specs/ Reports											\$ 600
	Travel											\$ 1,460
	Deliveries + Postal											\$ 400
	Phone											\$ 450
	Total ODCs											\$ 5,670
Total Hours and Fee		12	8	293	321	269	433	89	\$ 9,772	\$ 15,820	\$ 43,915	\$ 234,480

Notes

- 1- Option 1, Wash Rack
- 2- Includes up to 3 vendors
- 3- Option 2, Airfield Lighting Conduits
- 4- Estimated hours. Actual hours will depend on requests received during construction.