

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

**Members of the Council:**

**SUBJECT: Public Works – Award of Consulting Services Agreement for construction support services for the Del Amo Boulevard Extension, T-30, ESPLRSTP 5249-(021). Expenditure: \$845,900**

**RECOMMENDATION**

Recommendation of the Public Works Director that City Council award a Consulting Services Agreement in the amount of \$845,900 and for a term of three years to AndersonPenna Partners, Inc. to perform construction support services for the Del Amo Boulevard Extension, T-30, ESPLRSTP 5249-(021).

Funding

Funding is available from T-30 Prop C funds (\$258,000) and T-30 METRO grant funds (\$587,900), all previously appropriated to the Del Amo Boulevard Extension, T-30.

**BACKGROUND AND ANALYSIS**

The Del Amo Boulevard Extension is included in the adopted Capital Budget as the T-30 project ("T-30 Project"). On September 28, 2010, Your Honorable Body awarded a Public Works Agreement to SEMA Construction, Inc. to construct the T-30 Project. Work will begin in November 2010 and will be ongoing for approximately two years. The limits are from Madrona Avenue to Crenshaw Boulevard, with additional traffic signal improvements on Del Amo Boulevard at Mariner Avenue and Madrid Avenue.

Construction of the T-30 Project requires a significant effort for construction management and construction support services due to the size and complexity of the project. All construction management and some construction support will be performed by Public Works staff. However, supplemental construction support is needed for the two-year construction schedule to help with oversight, scheduling, coordination and inspection of multiple and complex construction activities and also to assist with the administration of federal-aid grant funds.

Supplemental construction support services include construction inspection, deputy structural inspection, rail inspection and construction contract administration. Due to the complexity of the project, its time demand and the current workload of Public Works staff and City inspectors, contract construction support services are required.

## Consulting Services Agreement: AndersonPenna

In accordance with federal-aid guidelines and City policy, staff solicited a statement of qualifications (SOQs) from firms qualified to provide construction inspection and contract administration services. Specifically, staff solicited, by email, several qualified firms; published an advertisement in the Los Angeles Times; and also notified Disadvantaged Business Enterprises (DBE). Firms that responded are: AAE, AECOM, AndersonPenna Partners, Inc., Bureau Veritas, J.L. Patterson, KOA Corporation/CBM Consulting, TCM Group, and TetraTech. Staff evaluated the SOQs with respect to completeness of the SOQ, understanding of the project and scope of work, qualifications of proposed personnel, experience with administering federal aid projects, and the firm's qualifications. Staff then developed a shortlist of firms and subsequently interviewed the proposed personnel from the three highest-ranked firms. The final ranking of the consultants is:

1. AndersonPenna Partners, Inc.
2. J.L. Patterson
3. TCM Group

Based on their SOQ, interview, experience with similar projects and federal-aid projects and their acute understanding of the T-30 Project, the proposed personnel from AndersonPenna Partners, Inc. were determined to be the most qualified to perform the construction support services for the T-30 Project. Staff estimated the cost of the proposed services and then negotiated a fair and reasonable price with AndersonPenna Partners, Inc.

AndersonPenna Partners, Inc. proposes to perform the needed construction inspection, deputy structural inspection, rail inspection and contract administration services for a total amount of \$845,900 for two years. The proposed Consulting Services Agreement will provide the required construction support services for the T-30 Project.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director

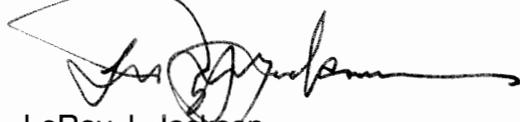


By Elizabeth Overstreet  
Engineering Manager

CONCUR:



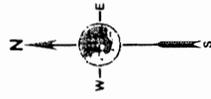
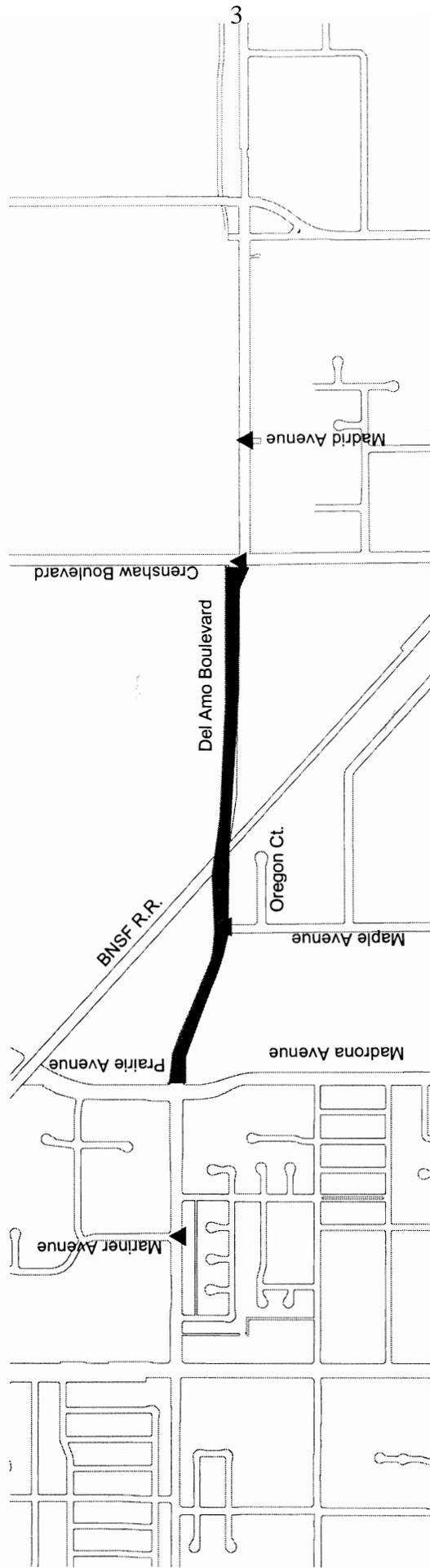
Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachment: A. Project Location Map  
B. Consulting Services Agreement-AndersonPenna

City of Torrance - Public Works Department  
**Del Amo Boulevard Extension, T-30**  
Phase 2- BRIDGE AND ROADWAY CONSTRUCTION



NOT TO SCALE

**Legend**

- ▲ New or Modified Traffic Signal



**PROJECT LOCATION MAP**



## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of October 5, 2010 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and AndersonPenna Partners, Inc., a California Corporation (“CONSULTANT”).

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to perform construction inspection services and contract administration services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Statement of Qualifications for construction support services for the Del Amo Boulevard Extension, T-30, ESPLRSTP 5249-(021), (the “RFQ”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFQ. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFQ. Based upon its review of the proposal submitted in response to the RFQ, the CITY is willing to award the contract to CONSULTANT.

### AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONSULTANT**  
CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFQ. A copy of the RFQ is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.
2. **TERM**  
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through October 5, 2013.
3. **COMPENSATION**
  - A. CONSULTANT’s Fee.  
  
For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$845,900 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.
  - B. Schedule of Payment.  
  
Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly, within 30 days after the date of the monthly invoice.

#### 4. TERMINATION OF AGREEMENT

##### A. Termination by CITY for Convenience.

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

##### B. Termination for Cause.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **THE CITY'S REPRESENTATIVE**

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

**8. CONSULTANT REPRESENTATIVE(S)**

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

Dino D'Emilia, Vice President Construction Services  
Angelique M. Lucero, Chief Financial Officer

**9. INDEPENDENT CONTRACTOR**

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

**10. BUSINESS LICENSE**

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

**11. OTHER LICENSES AND PERMITS**

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

**12. FAMILIARITY WITH WORK**

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

**13. CARE OF WORK**

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

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

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

**15. INDEMNIFICATION**

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

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

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

**17. INSURANCE**

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

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

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

- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS**

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

**19. CONFLICT OF INTEREST**

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



21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

22. **INTEGRATION; AMENDMENT**

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

23. **INTERPRETATION**

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

24. **SEVERABILITY**

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

25. **TIME OF ESSENCE**

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

26. **GOVERNING LAW; JURISDICTION**

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

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

28. **WAIVER OF BREACH**

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

29. **ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

**31. CONSULTANT'S AUTHORITY TO EXECUTE**

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

CITY OF TORRANCE,  
a Municipal Corporation

AndersonPenna Partners, Inc.  
a California Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Dino D'Emilia, V.P. Construction Services

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A:      RFQ  
                         Exhibit B:      Proposal

Revised..:      10/29/2008

**EXHIBIT A**  
**REQUEST FOR QUALIFICATIONS**

**[To be attached]**



September 15, 2010

Beth Overstreet and Craig Bilezerian  
Engineering Managers  
**CITY OF TORRANCE**  
20500 Madrona Ave  
Torrance, CA 90254

**Subject: Fee Estimate for Construction Support Services for the Del Amo Boulevard Extension, T-30 – Phase 2 Project**

Dear Beth and Craig:

Thank you very much for the opportunity to join the City of Torrance's construction management team for the Del Amo Boulevard Extension, Phase 2 Project!

Enclosed is AndersonPenna's proposed fee estimate and scope of services. Our detailed breakdown of tasks and man hours is based on the scope of services included herein, our understanding of the City's RFQ and subsequent discussions with City Staf.f. The scope of services and estimated fee is subject to the notes and exclusions indicated.

Per our recent telephone conversation, the estimated fee is intended to be established as an allowance and used on an as-needed basis. Only effort actually required for the project will be billed, and APP will work closely with the City to monitor and track the construction support services budget on a regular basis.

We look forward to working closely with the City to finalize the fee to best suit the City's needs.

Sincerely,  
AnderonPenna Partners, Inc.

Dino D'Emilia, P.E.  
Vice President, Construction Services



## Proposed Scope of Services

### Construction Contract Administration

- Review and monitor the Contractor's approved construction schedule and amendments thereto. Assist City staff with monitoring and enforcing the construction schedule.
- Create and maintain a Submittal Log for all documents, Plans (i.e. Health & Safety Plan, SWPPP Plan, etc), materials and equipment "submittals" required by the Plans and Specifications. Assist in the review and tracking of all "submittals". Prepare response to contractor for each "submittal" for City signature.
- Create and maintain a log for personnel, work days and testing types for each firm performing geotechnical, material and pavement and/or other testing. Assist in the review and tracking of all work against the respective contract's budget.
- Act as the liaison between the affected property owners and the Contractor when City staff is not available.
- Attend pre-construction meeting and weekly progress meetings, as needed
- Assist City Staff with coordination between Contractor; BNSF Railway representatives and its contractors; SCE contractors; ExxonMobil representatives and contractors; City-hired geotechnical and material testing firms; and Dow Chemical & America Styrenics representatives, etc.
- Assist in the review, preparation and processing of any Change Order
- Assist City staff and Inspectors with scheduling City's subcontractors for geotechnical work and material testing.
- Assist City staff in creating and maintaining all project files, including those required for federal funding (i.e. ARRA reporting, UDBE reporting, labor compliance, etc.).
- Assist City staff with tracking of all documents related to use of federal funding, including requesting said documents from contractors/subcontractors.
- Using electronic files from the City, prepare the monthly Federal Invoice packages for City signature. The City will submit the packages to Caltrans-District 7 to request reimbursement of federal funds.
- Coordinate work of consultant's project controls and labor compliance staff for setup, implementation and maintenance of document controls (electronic and hard files), and labor compliance monitoring program.

### Structures Representative / Inspector

- Assist with the review and monitoring of the Contractor's approved construction schedule and amendments thereto.
- Review technical submittals such as Precast Quality Control Program, MSE Shop Drawings, Concrete Mix Designs, and Shoring Plans. Review shall include general verification for compliance with the contract requirements and constructability. The review may include an independent check of engineering calculations, or this independent check may be performed by the Design Engineer, depending upon the complexity of the submittal and the requirements of the City.
- Perform peer review and calculations of bridge grades and critical survey control, to assist with the coordination and verification of proper calculations and controls implemented by others. Bridge grades will be calculated for checking purposes only and will not be provided for construction. A Deck Contour Sheet (4-Scale) is to be provided by the Design Engineer.
- Assist with requiring, monitoring and documenting compliance with the Contract Specifications, as related to structural work items.



**Construction Management Support Services for  
Del Amo Boulevard Extension, T-30 - Phase 2**

- Attend pre-construction meeting and weekly progress meetings, as needed to address structural work items / railroad issues
- Be present on the construction site and fabrication yards on a part-time, as needed basis to confirm QA measures and compliance with plans and specifications as related to structural work items.
- Review contractor performance as related to structural work items.
- Provide assistance and direction to technicians performing materials testing as related to structural work items.
- Measure the work completed in-place to verify quantities as related to structural work items (Measurements shall not require surveying or weighing equipment).
- Review invoices from the Contractor as related to structural work items.
- Assist in the review, preparation and processing of Change Orders as related to structural work items.
- Prepare daily structural representative reports for days on site or at fabrication yard.
- Ensure contractor complies with permitting requirements as related to structural work items.
- Assist City staff with scheduling geotechnical and material testing as related to structural work items.
- Review with contractor and City items requiring corrective action as related to structural work items.
- Develop "Punch List" for the City and monitor corrections made as related to structural work items.
- Prepare red-line set of record drawings as related to structural work items
- Assist City staff with coordination of ExxonMobil's oil pipeline relocations. Earthwork for the bridge pile construction will require coordination with ExxonMobil's contractors and personnel.
- Assist City staff with coordination of BNSF as related to structural work items.

**Construction (and Rail) Inspectors**

- Review and monitor the Contractor's approved construction schedule and amendments thereto. Assist City staff with monitoring and enforcing the construction schedule.
- Require, monitor and document compliance with the Contract Specifications, including the Health & Safety Plan and SWPPP Plan, and all other requirements.
- Attend pre-construction meeting and weekly progress meetings
- Be present on the construction site while construction activity is in progress.
- Review contractor performance
- Provide assistance and direction to technicians performing materials testing
- Measure the work completed in-place to verify quantities
- Review invoices from the Contractor
- Assist in the review, preparation and processing of proposed Change Order
- Prepare daily inspection reports that at a minimum shall include: type of personnel on site (contractor; subcontractor, etc); # of employees for each firm; time periods for various activities; Type of work being performed; and weather (payment of charges for inspection services are subject to compliance with this item).
- Prepare Weekly Statement of Working Days for City staff signature
- Prepare SWPPP/BMP Inspection Record
- Require, monitor and document that contractor complies with permitting requirements
- Assist City staff with scheduling geotechnical, material and pavement testing
- Review traffic control measures, including placement of traffic control devices



**Construction Management Support Services for  
Del Amo Boulevard Extension, T-30 - Phase 2**

- Review with contractor and City all items requiring corrective action.
- Develop "Punch List" for the City and monitor corrections made.
- Prepare red-line set of record drawings
- Assist City staff with coordination of SCE power poles relocation with the storm drainage construction.
- Assist City staff with coordination of ExxonMobil's oil pipeline relocations. Earthwork for the bridge pile construction will require coordination with ExxonMobil's contractors and personnel.
- Assist City staff with coordination of BNSF Railway construction of switches and track tie-ins. This work will require coordination with BNSF representatives and the City's contractor performing spur line track relocation.

**Exclusions to Scope & Fee:**

1. The following items are specifically excluded:
  - Legal advice
  - Surveying and Bridge Grade Calculations
  - Design engineering
  - Temporary field office facilities, equipment, furniture, utilities and/or services
  - Soils and/or materials deputy inspection and/or testing
  - Specialized Software (other than MS Office Suite) & MS Project
  - Specialized Inspection Equipment (Bridge Load Cell, Profilograph, survey equipment, etc.)



## Fee Estimate for Construction Management and Support Services Del Amo Boulevard Extension, T-30 - Phase 2

Project Team Classification	Contract Administrator	Structures Rep. / Insp. (Athalys)	Construction Inspector (PBS&J)	Rail Inspection	Doc. Controls & Labor Compliance	Total Labor	Other Direct Costs	Total
<b>Hourly Rates</b>	<b>\$ 142.00</b>	<b>\$ 184.00</b>	<b>\$ 105.00</b>	<b>\$ 94.00</b>	<b>\$ 85.00</b>			
Pre-Construction	80	10	20	0	40	\$ 18,700.00	\$ 660.00	\$ 19,360.00
Construction	1700	900	2720	360	680	\$ 784,240.00	\$ 6,000.00	\$ 790,240.00
Post Construction	160	0	60	0	80	\$ 35,820.00	\$ 480.00	\$ 36,300.00
<b>Total Project Estimate</b>	<b>1940</b>	<b>910</b>	<b>2800</b>	<b>360</b>	<b>800</b>	<b>\$ 838,760.00</b>	<b>\$ 7,140.00</b>	<b>\$ 845,900.00</b>

Phase Schedule (Days)	LEVEL OF EFFORT (Average, Hours/Day)			
Pre-Construction				
10	8	1	2	0
Overall Construction				
340	5		8	2
Structures				
225		4		
Rail				
45				8
Post Construction				
20	8	0	3	0

**Notes and Exclusions:**

1. The methodology for various project team member level of effort assumes the average hourly level of effort shown. Actual effort is highly dependent on the contractor's implementation schedule and City's needs and direct. The level of effort and estimated fee is proposed on and as-needed, time and materials basis and will be adjusted within the proposed total amount on a periodic basis. Levels of effort exceeding that shown above, or services in addition to those enumerated in the scope of services may require additional budget/fee.
2. The fee is for Construction Management Support Services as detailed in the scope of services. The following items are specifically **excluded**:
  - Legal advice
  - Surveying and Bridge Grade Calculations
  - Design engineering
  - Temporary field office facilities, equipment, furniture, utilities and/or services
  - Soils and/or materials deputy inspection and/or testing
  - Specialized Software (other than MS Office Suite) & MS Project - Specialized Inspection Equipment (Bridge Load Cell, Profilograph, etc.)
3. Construction and Rail inspection rates are based on Prevailing wages and are subject to minimum callout requirements adjustments in prevailing wage determinations.
4. Prevailing wage rates are based on regular shift work only. Night, overtime or Sunday/Holiday work may require requisite rate adjustments. See rate schedules for details.
5. Other Direct costs is an estimated allowance for City requested items and services that are: identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, site facility hard phone line and/or internet service charges, travel expenses to remote fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus 5 percent to cover overhead and administration. Travel charges to a casting/fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Mileage to and from locations other than the project site are billed at the allowable IRS mileage reimbursement rate (currently \$0.50 per mile).



**EXHIBIT B**  
**PROPOSAL**

**[To be attached]**

**CITY OF TORRANCE – PUBLIC WORKS DEPARTMENT  
DEL AMO BLVD EXTENSION, T-30 - PHASE 2**

**Request for Qualifications (RFQ) for Construction Support Services**

The City of Torrance is soliciting Requests for Qualifications from firms qualified to provide construction inspection services and construction contract administration services for the Del Amo Blvd Extension, T-30 - Phase 2.

**Del Amo Blvd Extension, T-30 - Phase 2: Project Description**

The project will construct a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widen an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also includes a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison ExxonMobil Oil for relocation of their respective utilities. The estimated construction cost is between \$13.5M and \$15M and is partially funded by the American Recovery and Reinvestment Act (ARRA). Plans, Specifications and other information are available on the City's website at <http://www.torranceca.gov/9980.htm>.

**Project Schedule**

Construction is anticipated to commence in October 2010 and be ongoing for 18 to 24 months. There are 340 working days for the construction contract.

**Scope of Work**

The City has allocated a maximum of 4 staff members to this project. City staff has the overall responsibility and will take the lead roles as Project and Construction Managers; Contract Administrator; Resident Engineer; Construction Engineer and Assistant Construction Engineer. However, this RFQ seeks professional services to provide needed/anticipated supplemental construction staff support to the City.

1. Construction Inspection Services: This person will be required on a full-time basis to perform complete inspection services for the duration of construction.
2. Deputy Construction Inspection Services (Structural): This person will be required on a part-time basis to perform complete inspection services of structural elements (ground to sky) for the bridge portion of the project.
3. Construction contract administration services: This person will be required on a part-time basis (estimated 16 to 24 hours per week) to assist City staff with construction contract administration.

**If interested, please submit 3 copies of your SOQ on or before 5:30 P.M. ON THURSDAY, JULY 29, 2010. Each copy should be in a 3-ring binder. SOQ's should be mailed or hand delivered to: Torrance Public Works Department, 20500 Madrona Avenue, Torrance, CA 90503. Attn: Craig B./Beth O.**

SOQs received after the deadline or deemed incomplete will be considered non-responsive. For questions or further information, please contact Craig Bilezerian, Engineering Manager at (310) 618-3054 or Beth Overstreet, Engineering Manager at (310) 618-3074.

### Submittal Format/Requirements

The City is following guidelines established in *Chapter 10 – Consultant Selection* from the State's Local Assistance Procedures Manual (LAPM) dated July 31, 2009 and the "One-Step RFQ" process. Type of Contract will be "Specific Rates of Compensation." A copy of the Chapter is available at <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>

All pages submitted in the SOQ shall be 8.5" x 11". Below are required items.

1. Qualifications of qualified Construction Inspectors and Deputy Construction Inspectors (Structural). Persons considered qualified would be those individuals with a minimum of 10 years previous experience of inspection of public works projects AND inspection of a minimum of 3 public works projects that were federally funded. Desired qualifications are experience with inspection of projects that involved: bridges, MSE retaining walls, roadways, storm drains, electrical utility relocation, and/or railroad tracks. Prior background with ARRA-funded projects and BNSF Railway is also desirable. A desired "Tasks and Duties" list is included with this RFQ.
2. A list of the relevant projects that proposed Inspection staff has worked on. Do not list projects that proposed staff was not involved, even if your firm was.
3. Qualifications of qualified Construction Contract Administrators. Persons considered qualified would be a CA Registered Professional Engineer (Civil or Structural) with a minimum of 7 years previous experience of managing or administering public works projects AND has managed a minimum of 3 public works projects that were federally funded. Desired qualifications are experience with managing projects with bridges, MSE retaining walls, roadways, storm drains, electrical utility relocation, and railroad tracks. Prior background with ARRA-funded projects and BNSF Railway is preferred. A desired "Tasks and Duties" list is included with this RFQ.
4. A list of the relevant projects that a proposed Construction Contract Administrator has worked on. Do not list projects that proposed staff was not involved, even if your firm was.
5. Qualifications/Experience of your firm
6. Organization Chart
7. References
8. Exhibits 10-O1 and 10-O2 from the LAPM which can be downloaded from <http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms1.htm>

These forms must be completed and returned with SOQ. See "DBE Participation" section on the next page.

### Method and Criteria for Selection

The City will select a consultant in accordance with Section 10.5 of *Chapter 10 – Consultant Selection* from the LAPM. Evaluation criteria are listed below.

Criteria	Maximum Points	Rating
Understanding of the project, scope of work and completeness of SOQ	15	
Qualifications of proposed staff (meets minimum requirements and amount of desired qualifications)	25	
Relevant projects of proposed staff	15	
Knowledge and experience of proposed staff with administering federal-aid construction projects	15	
Firms Qualifications/Experience with similar work and Financial responsibility	10	
Maximum Total Score	80	

Caltrans will perform, if needed, any required a pre-award audit. The Consultant shall cooperate with the auditor and not delay the audit or the City may consider said delay basis for terminating negotiations or a contract. Detailed information regarding the audit process is available at <http://admin.dot.ca.gov/pc/pdfshell.shtml>

### DBE Participation

Torrance has established no Underutilized DBE goal for this Consulting Services Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement. Please refer to *Chapter 10 – Consultant Selection* from the LAPM and specifically to the section named DBE Participation beginning on page 10-6b.

### City's Pro forma Consulting Services Agreement

A sample of the City's Consulting Services Agreement is attached for your review. Additional language for requirements in *Chapter 10 – Consultant Selection* may be added, if needed, and some language may be modified due to information listed on pages 10-21 and 10-22. Although the City's Consulting Services Agreement complies with CA law for contracting with Architectural and Engineering firms and modifications are not encouraged, we request that your SOQ identify any language, if at all, you may object to. Should an objection be identified, we request that you propose alternate language in the SOQ. Any objection(s) will not affect your rating. It will, however, provide the City with information to assist with quickly completing any negotiations subsequent to rating all consultants.

## SUGGESTED TASKS AND DUTIES

### **Construction Inspector and Deputy Construction Inspector (Structural)**

- Review and monitor the Contractor's approved construction schedule and amendments thereto. Assist City staff with monitoring and enforcing the construction schedule.
- Require, monitor and document compliance with the Contract Specifications, including the Health & Safety Plan and SWPPP Plan, and all other requirements.
- Attend pre-construction meeting and weekly progress meetings
- Be present on the construction site while construction activity is in progress. Should sick or vacation time be needed, Inspector shall arrange for a qualified substitute to perform the work. A qualified substitute will be determined by the City during the consultant selection process.
- Review contractor performance
- Provide assistance and direction to technicians performing materials testing
- Measure the work completed in-place to verify quantities
- Review invoices from the Contractor
- Assist in the review, preparation and processing of any Change Order
- Prepare daily inspection reports that at a minimum shall include: type of personnel on site (contractor; subcontractor, etc); # of employees for each firm; time periods for various activities; Type of work being performed; and weather. Failure to meet this requirement may result in the City withholding funds due to the Inspection firm, until work is performed to City satisfaction.
- Prepare Weekly Statement of Working Days for City staff signature
- Prepare SWPPP/BMP Inspection Record
- Ensure contractor complies with all permitting requirements
- Assist City staff with scheduling geotechnical, material and pavement testing
- Review traffic control measures, including placement of traffic control devices
- Review with contractor and City all items requiring corrective action.
- Develop "Punch List" for the City and monitor corrections made.
- Prepare red-line set of record drawings
- Assist City staff with coordination of SCE power poles relocation with the storm drainage construction.
- Assist City staff with coordination of ExxonMobil's oil pipeline relocations. Earthwork for the bridge pile construction will require coordination with ExxonMobil's contractors and personnel.
- Assist City staff with coordination of BNSF Railway construction of switches and track tie-ins. This work will require coordination with BNSF representatives and the City's contractor performing spur line track relocation.

**SUGGESTED TASKS AND DUTIES  
CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

- Review and monitor the Contractor's approved construction schedule and amendments thereto. Assist City staff with monitoring and enforcing the construction schedule.
- Create and maintain a Submittal Log for all documents, Plans (i.e. Health & Safety Plan, SWPPP Plan, etc), materials and equipment "submittals" required by the Plans and Specifications. Assist in the review and tracking of all "submittals". Prepare response to contractor for each "submittal" for City signature.
- Create and maintain a log for personnel, work days and testing types for each firm performing geotechnical, material and pavement and/or other testing. Assist in the review and tracking of all work against the respective contract's budget.
- Act as the liaison between the affected property owners and the Contractor when City staff is not available.
- Attend pre-construction meeting and weekly progress meetings, as needed
- Assist City Staff with coordination between Contractor; BNSF Railway representatives and its contractors; SCE contractors; ExxonMobil representatives and contractors; City-hired geotechnical and material testing firms; and Dow Chemical & America Styrenics representatives, etc.
- Assist in the review, preparation and processing of any Change Order
- Assist City staff and Inspectors with scheduling City's subcontractors for geotechnical work and material testing.
- Assist City staff in creating and maintaining all project files, including those required for federal funding (i.e. ARRA reporting, UDBE reporting, labor compliance, etc.). Assist City staff with tracking of all documents related to use of federal funding, including requesting said documents from contractors/subcontractors.
- Using electronic files from the City, prepare the monthly Federal Invoice packages for City signature. The City will submit the packages to Caltrans-District 7 to request reimbursement of federal funds.