

Council meeting of
March 1, 2011

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

Members of Council:

SUBJECT: Public Works – Approve First Amendment to extend the term of Agreement for the design of the Western Avenue Water Main Replacement and Street Rehabilitation Project, CIP NO. I-107. Expenditure: None

RECOMMENDATION

Recommendation of the Public Works Director that City Council approve a First Amendment to Consulting Services Agreement C2010-062 with RBF Consulting, to extend the term an additional six months, through September 16, 2011, for engineering services for Western Avenue Water Main Replacement and Street Rehabilitation, CIP No. I-107

Funding

Not Applicable

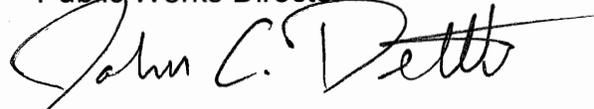
BACKGROUND/ANALYSIS

The 69 year old 12 inch cast iron water main in Western Avenue failed twice in 2010, both times between 190th Street and Del Amo Boulevard. While Western Avenue is a State Highway and maintained by Caltrans, the water line and any street repairs due to water main breaks are the responsibility of the City. The City was about to proceed with street repairs caused by the first water main break when the second water main break occurred. City Council awarded a Consulting Services Agreement to RBF Consulting on March 16, 2010, to provide design of approximately 4,200 linear feet of a new 12 inch ductile iron water main and permanent repair of the roadway structural section where the two previous breaks occurred.

This Agreement expires on March 16, 2011. The design plans are 90% complete and are now ready to submit to Caltrans for an Encroachment Permit. The process to obtain a Caltrans Encroachment Permit can take 2 to 4 months. The six month term extension is needed to complete the design and obtain the Encroachment Permit from Caltrans.

Respectfully Submitted,

ROBERT J. BESTE
Public Works Director



By John C. Dettle
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachments: A. First Amendment to Agreement to C2010-062
B. Consulting Services agreement to C2010-062

FIRST AMENDMENT TO AGREEMENT (C2010-062)

This first Amendment to Agreement C2010-062 is made and entered into as of March 1, 2011, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and RBF Consulting, a California Corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONSULTANT entered into an Agreement as of March 16, 2010, whereby CONSULTANT agreed to design the Western Avenue Water Main Replacement and Street Rehabilitation, CIP No. I-107 and the Rolling Hills Road Water Main Replacement.

- B. CITY wishes to extend the Agreement term through September 16, 2011 to allow adequate time to complete the design of the Western Avenue Water Main Replacement and Street Rehabilitation, CIP No. I-107 and the Rolling Hills Road Water Main Replacement.

AGREEMENT:

1. Paragraph 2, entitled "TERM" is amended to read in its entirety as follows:
 - "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 September 16, 2011."

2. The persons 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.

3. In all other respects, the Agreement entered into as of March 16, 2010, between the CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

RBF Consulting,
a California Corporation

By: _____
Frank Scotto, Mayor

By: _____
Michael P. Rudinica, P.E.

ATTEST:

By: _____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of March 16, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and RBF Consulting, a California Corporation ("CONSULTANT").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to design the Western Avenue Water Main Replacement and Street Rehabilitation, CIP No. I-107 and the Rolling Hills Road Water Main Replacement. .
- 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 March 16, 2011.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$128,218.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **CITY REPRESENTATIVE**

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

8. **CONSULTANT REPRESENTATIVE(S)**

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

Michael P. Rudinica

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. **CARE OF WORK**

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

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

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

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes any liability or expense, including reasonable defense costs and legal fees, to the extent caused by the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the active negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the active negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as actively negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

17. **INSURANCE**

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

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

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

18. **SUFFICIENCY OF INSURERS AND SURETIES**

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

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

19. CONFLICT OF INTEREST

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

20. NOTICE

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

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

CONSULTANT: RBF Consulting
14725 Alton Parkway
Irvine, CA 92618-2027

Fax: (949) 472-8373

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement, subject to adherence to sound professional practices and procedures.

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

RBF Consulting
a California Corporation



Frank Scotto, Mayor



By:

Michael P. Rudinica, P.E.
Executive Vice President

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: 10/29/2008

EXHIBIT A
SCOPE OF SERVICES

SCOPE OF SERVICES

TASK 1: PRELIMINARY DESIGN

Throughout the preliminary and final design phases, the RBF project manager will be responsible for communicating progress to the City. Project status reports with an updated project schedule and cost will be provided to the City on a monthly basis.

Task 1.1: Initial Meeting

The project manager and key support staff will attend an initial "kick-off" meeting with the City to review the project scope, schedule, budget and work plan. During this initial meeting, RBF will also review and discuss with the City the specific design criteria defined for this project.

Task 1.2: Data Gathering

RBF will research existing City plans including; street, water, sewer, storm drain and any other available plans to identify the existing facilities within the project areas. Available survey records from Caltrans will be researched and incorporated into the design, as necessary.

Task 1.3: Utility Research and Permit Coordination

Existing utilities along the project alignment within Western Avenue and at the points of connection at West 190th Street and Del Amo Boulevard will be identified using record drawings and utility data from agencies requested through Underground Service Alert (USA). The point of connection at Crenshaw Boulevard and Rolling Hills Road will also be identified using record drawings and utility data. RBF will provide USA with a preliminary request for information to obtain all available utility information.

After the preliminary plans have been developed, RBF will submit these plans to each utility agency for verification of utility locations and identification of potential conflicts.

Finally, RBF will provide the utility agencies with final plans for information and coordination during construction. All utility requests will be logged for reference, and utility information received will be maintained in an organized manner to facilitate design and construction.

The water main replacement project on Western Avenue will require Caltrans permits for the water main replacement work and traffic control for the project. RBF will identify the required permits in the preliminary design phase and provide a schedule with estimated permit cost. In addition to coordinating permits with Caltrans, RBF will coordinate with the City of Los Angeles Department of Transportation to gain approval of the traffic control plans for the area near West 190th Street and Western Avenue.

Task 1.4: Potholing

RBF will supplement the utility research by potholing the major utilities running parallel with and/or crossing the proposed water main in Western Avenue as well as Rolling Hills Road. RBF has commissioned Underground Solutions Incorporated (USI) to perform the utility potholing.

The potholing will be performed with non-disruptive air/vacuum excavation equipment to determine precise horizontal and vertical positions (top and bottom depths) of underground utilities. In addition, USI will determine the type, size, material, condition, and orientation of the utility. Paving

PLANNING ■ DESIGN ■ CONSTRUCTION

14725 Alton Parkway, Irvine, CA 92618-2027 □ P.O. Box 57057, Irvine, CA 92619-7057 □ 949.472.3505 □ FAX 949.472.8373
Offices located throughout California, Arizona & Nevada □ www.RBF.com

thickness will also be measured at each pothole. The potholes will be backfilled and compacted, and patched with a DOT approved "Perma-Patch" cold asphalt patch. For scope and budgeting purposes, a total of twelve (12) potholes will be included along the Western Avenue project limits and three (3) potholes along the Rolling Hills project limits. Following the potholing activities, RBF will survey the pothole locations. Each pothole location will be delineated on the design plans, and a comprehensive table listing the utility information collected during the potholing activities will be included on the design plans.

Due to the fact that the Western Avenue project limits are within Caltrans jurisdiction, traffic control plans for the potholing activities will be prepared for this area. It is anticipated that the potholing activities will require single lane closures.

Task 1.5: Design Survey

RBF will perform a field survey to establish horizontal and vertical control and to obtain topographic features as necessary to design the water main replacements and street rehabilitation.

As previously noted, the project limits for Western Avenue are within Caltrans jurisdiction. Therefore, RBF will prepare traffic control plans for the survey activities along the project limits. It is anticipated that the survey activities, including the dipping of manholes, will require single lane closures. Any work that will be conducted within the intersections will be shown per typical details.

The field survey for Western Avenue will begin at the intersection of West 190th Street and Western Avenue and will continue south on Western Avenue to the intersection of Western Avenue and Del Amo Boulevard.

The field survey for Rolling Hills Road will begin at the intersection of Crenshaw Boulevard and Rolling Hills Road and will continue south on Rolling Hills Road for 650-ft.

Horizontal and Vertical Control

RBF will utilize published National Geodetic Survey (NGS) control monuments to establish horizontal coordinates and County of Los Angeles Benchmarks to establish vertical elevations. Coordinates will be expressed in terms of California Coordinate System of 1983 (CCS83) and elevations will be expressed in terms of the North American Vertical Datum of 1988 (NAVD88). All values will be measured using the US Survey Foot.

Topographic Survey

Topography shall include obtaining locations, elevations and descriptions of:

- ▶ Water valves, fire hydrants, meters and other water appurtenances within the right-of-way of the subject streets.
- ▶ Utility vault covers within the right-of-way of the subject streets.
- ▶ Locate and dip all accessible storm drain and sewer manholes in the subject streets. (Locked manholes or manholes partially paved over shall not be dipped).
- ▶ Cross-sectional data at approximately 50-ft intervals along the project alignment extending to the right-of-way along Western Avenue and Rolling Hills Road.
- ▶ Monument replacement survey (if required).

All field topography will be collected electronically for data processing. RBF will data process all topography using the AutoCAD 2007 format. Linework, symbology, text and annotation will be saved to separate layers.

The Topographic Survey does not include; easements, building façade details, curb drainage outlets, decorative paving patterns, minor signs or street striping, overhead power lines or any other item not specifically included.

The following notes will appear on the finished Topographic Survey:

Underground Utilities Note: This Topographic Survey has been conducted in accordance with accepted industry standards. Only above ground utility appurtenances specifically referenced in the scope of services were located. Other utilities may exist on this site that were not part of the project scope of work and are, therefore, not shown on this Topographic Map.

Street Centerline and Right of Way Note: Unless otherwise noted, any street and roadway centerlines or right of way lines shown on this topographic map are based solely on Record Maps, Right of Way maps or other documents and have not been verified in any way during the course of this Topographic Survey.

Right of Way and Boundary: Right of Way Surveys or Boundary Surveys are not included in the project scope of work contained herein. If shown, such lines are provided solely for graphic orientation.

Task 1.6: Prepare Base Maps

Base maps will be prepared using the information collected from the City, Caltrans, and utility agencies contacted through Underground Service Alert. All subsurface utility information collected will be included in the base maps. After the base maps have been prepared, the project engineer will perform a job walk and conduct a thorough field investigation to verify the location of surface features such as vaults, valves, water meters, fire services, concrete cross gutters, overhead electrical lines, etc. Field verification will be used to ensure each customer has a water service, and to aid in the selection of the best possible alignment for the water main.

Task 1.7: Alignment Selection

After the base maps have been prepared and verified in the field, RBF will evaluate alternative alignments for the proposed water main within Western Avenue as well as Rolling Hills Road. RBF will examine horizontal alignment options in Western Avenue and Rolling Hills Road to determine which horizontal alignment promotes a seamless waterline replacement, minimizes impacts to traffic, reduces the cost of construction, minimizes impacts to existing utilities, and will provide for ease of maintenance in the future.

The preferred alignment(s) will be shown in plan view, and may include profile view for small areas that experience crossing of major facilities. The alignment evaluation procedure will also include sketches demonstrating the proposed connections to the existing water main, and a preliminary construction phasing schedule, if required for the preferred alignment. In addition, preliminary traffic control plans will be prepared if required for the preferred alternative.

RBF will meet with the City to present the alignment alternatives. RBF will integrate City input on the alignment alternatives to finalize an alignment selection and proceed to 50% complete plan and profile sheets.

Deliverables

RBF will provide the City with three (3) sets of full size bond prints of the preferred alignment(s) in plan view, sketches of the proposed points of connections to the existing water main, a preliminary construction phasing schedule (if warranted by the preferred alternative), and preliminary traffic control plans (if warranted by the preferred alternative).

Task 1.8: Prepare Preliminary Plans and Specifications

Preliminary plans and specifications will be developed to a 50% completion level. RBF will prepare construction drawings in conformance with the City of Torrance CADD Standards for the project in AutoCAD release 2007. The preliminary plans will include:

- ▶ Title sheet
- ▶ Index Map/General Notes/Construction Notes
- ▶ Preliminary Pipeline Plan and Profile (5 Sheets)
- ▶ Preliminary Traffic Control Plans (14 Sheets)

RBF will prepare plan and profile design sheets for the water main replacement. The water main replacement plan and profile sheets will be prepared with a 1" = 40' horizontal scale and a 1"=4' vertical scale.

RBF will prepare Stage Construction/Traffic Handling Plans for the construction of water main replacement and pavement rehabilitation along Western Avenue between West 190th Street and Del Amo Boulevard as well as along Rolling Hills Road between Crenshaw Boulevard and the termination of the project limits (650-ft south of Crenshaw Boulevard). The Stage Construction/Traffic Handling Plans will utilize accepted methods of lane closure delineation, signage and barricading. Specific work areas will be protected from traffic based on the construction phase, type of work and construction equipment required within the work area. The plans will be designed to maximize lane usage for all traffic movements, maintain pedestrian access routes, and provide a workable area. The plans will be prepared at a 1"=40' scale.

RBF will meet with City staff to discuss each proposed construction staging, minimum lane requirements, vehicle/pedestrian restrictions, driveways restrictions, lane closures, roadway/ramp closures, construction work hours, construction work area required, and potential constraints that may affect the proposed improvements. The Stage Construction/Traffic Handling Phasing Plans will be prepared based on the requirements set forth in the California Manual on Uniform Traffic Control Devices (MUTCD), Caltrans and the City of Torrance as appropriate.

For scoping and budgeting purpose, it is anticipated that the proposed improvements will require single lane closures and construction sub-stages at the signalized intersections. We anticipate that the improvements can be constructed in phases in order to maintain existing traffic circulation and maintain access to traffic within the project area. If required, replacement of traffic signal loop detectors can be shown on the plans.

RBF will prepare draft technical specifications to supplement the construction drawings and City standards. The technical specifications will be prepared and formatted to supplement the latest edition of the *Standard Specifications for Public Works Construction*.

Task 1.9: Preliminary Plan Submittal

Under this task, RBF will meet with the City to review plan check comments on the 50% submittal and obtain input on the design. In addition, RBF will perform a job walk of the proposed alignments to review constructability issues and to obtain meter replacement data from the Water Operations Supervisor.

Deliverables

RBF will submit six (6) sets of full size bond prints of the preliminary plans (50% Completion Level) and one (1) draft bound copy of the specifications for City review.

TASK 2: FINAL DESIGN

Task 2.1: Finalize Plans and Specifications

The final plans and specifications will be submitted to the City at the 90% and 100% completion stages. The following drawings will be submitted during the final design phase for the project:

- ▶ Title Sheet
- ▶ Index Map/General Notes/Construction Notes
- ▶ Pipeline Plan and Profile (5 Sheets)
- ▶ Connection & Miscellaneous Details (2 Sheets)
- ▶ Traffic Control Plans (14 Sheets)

RBF will also finalize all permit coordination activities, and will incorporate conditions of these permits into the plans and specifications.

Task 2.2: Prepare Supplemental Provisions

RBF will prepare any necessary supplemental provisions to the City's standard specifications, general provisions and bid documents. Standard drawings applicable to the project not issued by the City or the American Public Works Association will be included in the specifications as an appendix. Specifications will be prepared utilizing City provided standard front-end Contract Documents, and reference the *Standard Specifications for Public Works Construction* wherever practical. RBF will prepare construction specifications in Microsoft Word 2003 format.

Task 2.3: Quantity and Cost Estimates

RBF will prepare an estimate of probable construction cost for the improvements identified on the final construction drawings and specifications. The cost estimate will include all costs to be borne by the contractor in the bid documents and include a contingency for unforeseen changes. The engineer's estimate will be prepared using the individual items broken out in the bid schedule.

Task 2.4: Submit Final Plans and Specifications

RBF will make two separate submittals during the final design phase of the project. The first submittal will consist of plans, specifications and the estimate of probable construction cost developed to a 90% completion level. The second submittal (100% completion level) will consist of fully completed plans, specifications and the estimate of probable construction cost.

RBF will meet with the City after each separate submittal is made (two meetings total) to discuss City plan check comments and obtain input on the project design. Following the 90% submittal, RBF will

incorporate all City comments and develop the plans and specifications to 100% completion. Following the 100% submittal, RBF will incorporate all City comments and prepare the final bid documents.

Deliverables

RBF will submit three (3) sets of full size bond prints of the plans, two (2) bound copies of the specifications and three (3) copies of the estimate of probable construction cost at both the 90% and the 100% submittals for City review.

Task 2.5: Submit Bid Documents

Upon City final acceptance of the 100% plans and specifications, RBF will provide the City with bid ready construction drawings and specifications.

Deliverables

RBF will provide the City with one (1) set of full size plans on mylar, one (1) set of specifications printed on paper ready for reproduction, a disc containing the electronic files of the drawings and specifications and the estimate of probable construction cost.

EXCLUSIONS

Consulting services relating to any of the following tasks may be completed by RBF Consulting if negotiated under a separate contract for an additional fee; but are presently excluded from this proposal.

The Western Avenue improvements are located within State Route 213, which is Caltrans right-of-way, and therefore may be subject to additional Caltrans requirements. As a part of this project, Caltrans may require the City to prepare and provide additional information in support of this project. This proposal excludes the preparation of the following Caltrans related work items:

- ▶ Storm Water Data Report
- ▶ Geotechnical Materials Report (GMR)/Geotechnical Design Report (GDR)
- ▶ Aerially Deposited Lead Report
- ▶ Drainage/Hydrology/Hydraulics Report
- ▶ Transportation Management Plan
- ▶ Caltrans Special Provisions
- ▶ Performing a Safety Review Process
- ▶ Providing Record Drawings in Caltrans Format
- ▶ Amendment of Existing Utility Agreements

Other exclusions from this proposal include:

- ▶ Environmental Documents Preparation
- ▶ Permit Fees
- ▶ Existing Utility Relocation Design
- ▶ Street Improvements Beyond Three Feet of Necessary Excavations
- ▶ Construction Management and Inspection
- ▶ Contract Administration
- ▶ Traffic Engineering Reports

PLANNING ■ DESIGN ■ CONSTRUCTION

17425 Alton Parkway, Irvine, CA 92618-2027 P.O. Box 57057, Irvine, CA 92619-7057 ☎949.472.3505 ☐FAX 949.472.8373
Offices located throughout California, Arizona & Nevada ☐www.RBF.com

- ▶ Traffic Detour Plans
- ▶ Additional Stage Construction/Traffic Handling Plans
- ▶ Signing and Striping Plans
- ▶ Traffic Signal Modification Plans
- ▶ Temporary Traffic Signals
- ▶ Geotechnical Investigation
- ▶ Right-of-Way Surveys
- ▶ Boundary Surveying
- ▶ Preparation of a Record of Survey
- ▶ Record Drawings
- ▶ Design Exception Reports

OPTIONAL TASKS

TASK 3: ENGINEERING SUPPORT DURING CONSTRUCTION

Pre-Construction Conference

RBF will provide support to the City during the pre-construction phase of the project. The project manager and key staff will attend the pre-construction conference and will answer questions from the Contractor.

Respond to Requests for Information

RBF will provide engineering support to the City during the construction phase of the project. RBF will respond to a maximum of ten (10) Requests for Information throughout the duration of the project.

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT B

City of Torrance
 Western Avenue Water Main Replacement and Pavement Rehabilitation Project and Rolling Hills Water Main Replacement Project (CIP No.: I-107)
 Compensation Schedule

Task No.	Task Description	Personnel Hours and Rates							Subconsultant (Lump Sum)	Total Fee
		Principal	Project Manager	Project Engineer	Asst. Engineer/Permit Coord.	Designer/ Mapper	Senior PM (QA/QC)	2 Person Survey Crew		
		\$230	\$180	\$125	\$83	\$105	\$205	\$245		
1	Preliminary Design	4	4	4	12	2	24	6	\$17,000	\$2,140
1.1	Initial Meeting				22		24	48		\$996
1.2	Data Gathering									\$1,826
1.3	Utility Research									\$1,992
1.4	Permit Coordination									\$19,650
1.5	Potholing									\$20,370
1.6	Design Survey									\$2,520
1.7	Prepare Base Maps									\$8,474
1.8	Alignment Selection									\$21,008
1.9	Prepare Preliminary Plans and Specifications (50% Complete)									\$2,220
2	Preliminary Plan Submittal									
2.1	Final Design									
2.2	Finalize Plans and Specifications									\$27,942
2.3	Prepare Supplemental Provisions									\$5,440
2.4	Prepare Quantity and Cost Estimate									\$1,820
2.5	Submit Plans and Specifications (90% & 100% Complete)									\$2,440
	Submit Plans and Specifications (Bid Ready)									
	Reimbursement for Direct Costs/Reprographics ⁽¹⁾									\$2,500
	TOTAL	4	103	228	126	268	10	54	-	\$121,338
	Optional Tasks									
3	Engineering Support During Construction		16	32						\$6,880

[1] Zero mark-up.