

Council Meeting of
September 13, 2011

Honorable Mayor and Members
of the City Council
City Hall

Torrance, California

Members of the Council:

SUBJECT: Public Works – Award of agreement for design services for the Residential Street Rehabilitation, I-94. Expenditure: \$200,525

RECOMMENDATION

Recommendation of the Public Works Director that City Council award a consulting services agreement to Onward Engineering in the amount of \$200,525 to perform design services for the Residential Street Rehabilitation, I-94, for a two year term beginning September 13, 2011 through September 13, 2013.

Funding

Funding is available from I-94 Gas Tax funds, previously appropriated to the Residential Street Rehabilitation, I-94.

BACKGROUND AND ANALYSIS

The Residential Street Rehabilitation is included in the adopted Capital Budget as the I-94 project ("I-94 Project"). The I-94 Project will provide for the repair of damaged curbs; gutters; sidewalks; installation of ADA-compliant curb ramps; and pavement reconstruction and overlay.

Due to the size of the project and amount of staff hours needed to design the I-94 Project, contract design services are required. Engineering staff will perform the project and construction management and administration in house.

In accordance with City policy, Staff issued a Request for Proposal, RFP B2011-31, in July 2011. Ten (10) firms responded to the RFP. Staff evaluated the proposal with respect to completeness, understanding of the project and scope of work, qualifications of proposed personnel, 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. Onward Engineering, Inc.
2. APA Engineering
3. KOA Corporation-CBM Consulting

Based on their proposal, references, interview, experience with similar projects and their acute understanding of the I-94 Project, the proposed personnel from Onward Engineering were determined to be the most qualified to perform the design services for the I-94 Project. Staff estimated the cost of the proposed services and then negotiated a fair and reasonable price with Onward Engineering.

Onward Engineering proposes to perform the design services for a total amount of \$200,525, which is approximately 10% of the estimated construction cost. The proposed consulting services agreement will provide the required design services for the I-94 Project.

It is anticipated that design will be completed in January 2012 and construction will begin in spring 2012.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By Elizabeth Overstreet
Engineering Manager

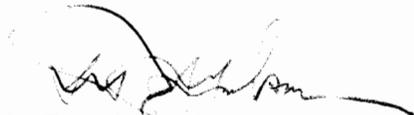


Lauren Sablan
Associate Civil Engineer

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachment: A. Project Location Maps
B. Consulting Services Agreement-Onward

City of Torrance - Public Works Department

Residential Street Rehabilitation, I-94

PROJECT LOCATION MAP



N.T.S.

177th ST. & AMIE AVE.

TALISMAN ST. & DEELANE ST.

BERYL ST. & FLAGLER LANE

HENRIETTA ST. & SPENCER ST.

CARSON ST. & REDBEAM AVE.

PACIFIC COAST HIGHWAY & VISTA DE PARQUE

AREA C

(FERN AVE. & MONTEREY ST.)

AREA A

● CROSS GUTTER IMPROVEMENTS

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of September 13, 2011 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Onward Engineering, a California Corporation (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to perform engineering design services for the Residential Street Rehabilitation, I-94 project .
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for the Residential Street Rehabilitation, I-94 project, RFP No. 2011-31 (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, 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 RFP. A copy of the RFP 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 September 13, 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 \$200,525 (“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**

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:

Majdi Ataya-President

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

16. NON-LIABILITY OF 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.

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.

Addresses for purpose of giving notice are as follows:

CONSULTANT: Onward Engineering
 300 S. Harbor Blvd.
 Suite 814
 Anaheim, CA 92805
 Fax: (714)948-8978

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.

1. **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

ONWARD ENGINEERING
a California Corporation

Frank Scotto, Mayor

By: _____
Majdi Ataya, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised..: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS

CITY OF TORRANCE – PUBLIC WORKS DEPARTMENT

RESIDENTIAL STREET REHABILITATION, I-94
AREA A: WALTERIA – WEST OF HAWTHORNE BOULEVARD
AREA C: OLD TORRANCE - NORTH OF TORRANCE BOULEVARD
(IN ADDITION TO BOW AVENUE)
AND CITY WIDE CROSS GUTTER IMPROVEMENTS
RFP2011-31

Request for Proposal (RFP) for Design Services

Project Description

The City of Torrance is requesting Proposals for the design of the Residential Rehabilitation Project (two major areas, A and C per Appendix I). The condition of these residential streets has deteriorated, and presents a significant maintenance problem. Improvements will consist of edge reconstruction, pavement milling and overlay with minimal localized pavement reconstruction and repairs to displaced concrete curb, gutter, sidewalks, driveway aprons and cross-gutters. Drainage improvements are also desired on streets which do not currently have curb and/or gutter.

Community outreach in area A will be performed as necessary.

Project Schedule: Design: October 2011 to January 2012; Construction: March 2012 to May 2012.

Estimated Construction Cost: \$2 million

Submittal Requirements

PART 1 - PUBLIC OPENING OF PROPOSALS: The City has prepared a scope of work (included herein) and is requesting from your firm a proposal and summary of qualifications for the subject work. The following are required items to be included in the initial proposal:

1. Qualifications of qualified Civil Engineer. Persons considered qualified would be CA registered Professional Engineer (Civil) with a minimum of 7 years previous experience designing and managing public works projects. Desired qualifications are experience with design of projects that involved: street reconstruction and drainage. A desired "Project Scope" is included with this RFP.
2. A list of the relevant projects that proposed Civil Engineer has worked on. Do not list projects that proposed staff was not involved, even if your firm was.
3. Qualifications/Experience of your firm
4. Organization Chart
5. References

If interested, please submit three (3) copies of your proposal in a three ring binder to:

**City of Torrance
Office of City Clerk
3031 Torrance Blvd, Torrance, CA 90503;
ATTN: RFP2011- 31**

Method and Criteria for Selection

The City will select a consultant in accordance with criteria listed below.

Criteria	Maximum Points	Rating
Understanding of the project, scope of work and completeness of RFP	15	
Qualifications of proposed staff (meets minimum requirements and amount of desired qualifications)	25	
Relevant projects of proposed staff	15	
Time Schedule (will provide final plans and specifications within the scheduled time frame)	15	
Firms Qualifications/Experience with similar work and Financial responsibility	10	
Maximum Total Score	80	

Submittals must be received by 2:00 p.m. on Thursday July 28, 2011. RFPs received after the deadline or deemed incomplete will be considered non-responsive.

For questions or further information, please contact Lauren Sablan, Associate Civil Engineer at (310) 618-6259 or Beth Overstreet, Engineering Manager at (310) 618-3074.

PART 2 SHORT LIST OF FIRMS: After the public opening of the request for proposals, a committee will be formed to develop a short list of firms. The firms on this short list will then be interviewed, at which time a detailed fee estimate will be requested. The fee estimate, *submitted in a sealed envelope at the time of the interview*, should provide a schedule of firm's fees and a cost for each element of the project using the format below. Firms are invited to list any additional services and associated costs that are not covered in the city's scope of work. These items should be listed separately from those specifically requested so they may be considered. Only once the selection has been made will the fee proposal from the selected company be opened.

Sample Fee Estimate (Part 2 only)

TASK	Project Manager	Engineer	Admin	Consultant	Total
PRELIMINARY DESIGN					
Project Kick Off Meeting					
Research and Review Data					
Site Evaluation					
<i>Subtotal - Preliminary Design</i>					
PRELIMINARY SURVEY, STUDIES AND COORDINATION					
Design topographic survey					
Utility research and notification					
Utility Potholing					
Utility Coordination					
Base Sheets					
Pavement Evaluation Review/Design					
Traffic Index Calculations					
<i>Subtotal - Preliminary Survey Studies and Coordination</i>					
PLANS AND PROFILE					
30%, 60% and 90% plan submittal					
Quantity calculation and cost estimate					
Project Specifications					
100% submittal of PS&E					
Final Submittal					
Project Management and meetings					
Bid and Construction Support					
Survey monuments preservation and restoration					
Reimbursable expenses					
<i>Subtotal - Plans and Profile</i>					

Project Scope

Preliminary Design

Project Kick-Off Meeting

Consultant will attend a kick-off meeting at the City and prepare a meeting agenda. The agenda should include:

- Lines of communication between the City, consultant, utility agencies and other agencies involved in the project.
- Discuss the project requirements, scope of work and schedule.

Consultant should prepare and distribute meeting minutes with any action items.

Research and Review of Data

Consultant will research and obtain all available data as a reference to prepare the preliminary and final PS&E. Data includes, but is not limited to, State, County, City, utility and other records/documents, existing street, storm drain, gas, sewer and water main improvement plans, topographic data maps, record drawings, wet and dry utility plans (to determine size and location), geotechnical reports (Appendix II), survey centerline and private property monument data and other pertinent information. Consultant will prepare a table summarizing the obtained data and submit a copy to the City and utility agencies. The Project Team will review this information prior to beginning surveys and preliminary design.

Site Evaluation

Perform a field inspection of residential streets to:

- Verify record drawings and other data
- Identify areas of structural damage to existing AC pavement needing either localized repair/reconstruction or overlay.
- Identify damaged curb and gutter, cross-gutters, sidewalk/curb ramps and driveways to be replaced.
- Create a photo log of key project areas.

Consultant will schedule a City representative to be present during the inspection(s) of the existing pavement and damaged curb and gutter, cross-gutters, sidewalk/curb ramps and driveways.

II. PRELIMINARY SURVEYS, STUDIES & COORDINATION

A. Design Topographic Survey

Consultant or its subcontractor will perform the Design Topographic survey. The survey shall be in conformance with the State Land Surveyors Act and be performed under the direct supervision of a CA Registered Land Surveyor. Consultant shall use California State Plane Zone 7 (NAD 83) feet and shift the coordinates to reduce the

numeric values by -4,100,000 in the Easting (X) direction and -4,000,000 in the Northing (Y) direction. Tasks include:

- 1 Establish horizontal and vertical survey and construction control for the complete length of the project.
- 2 Perform topographic survey, as required, and may include, but not be limited to:
 - 2.1 Cross section elevations taken at 50 ft. intervals and a minimum of 10 driveway approaches per street. The sections will follow this format: property line/right-of-way, back of walk, top of curb, flow line, edge of gutter/pavement, grade breaks and/or quarter points, pavement delineation and legends (striping, STOP bars, etc.), finish surface at the centerline. Obtain topographic information 10-feet beyond the right-of-way to properly design transitions and driveway approaches.
 - 2.2 Locate all existing improvements within the street right-of-way (i.e. above ground utilities, manholes, valve covers, utility vaults and covers, signs, trees, utility poles, traffic signal poles, cross gutters, local depressions, bus pads, catch basins, driveway openings, sidewalks, corner access ramps, parkway drains, etc).
 - 2.3 Reduce data to a form showing centerline stationing, offset from centerline, and elevation. In the area where widening is proposed, the topographic survey will extend 20 ft beyond the right-of-way.
 - 2.4 Provide 0.5 ft contours.
 - 2.5 Consultant shall tie out all centerline monuments prior to construction and identify them in the design survey.
 - 2.6 Identify in the survey any other monuments, including those on tops of curbs, sidewalk or in the parkway.
- 3 Consultant will sign, date and submit all original survey notes to the City within 15 working days after the completion of the survey.

Consultant shall provide traffic control as required during survey operations. Lane closures shall be in accordance with MUTCD.

B. Utility Research and Notification

Research and obtain available existing utility records within the project limits. Compile a Utility Notification and Response Log in a table format and include dates of notification, persons/utility notified and responses from utility. Copies of this information will be provided to the City. Notifications will include:

- Initial Utility Information Request
- Prepare to Relocate Notice (if applicable)
- Notice to Relocate (if applicable)

Utilities to be notified will include: Southern California Edison, AT&T, Verizon, GTE, Southern California Gas, Time Warner Cable, Water, Sewer and Storm Drain districts.

C. Utility Potholing

Consultant will arrange for utilities to be marked prior to the design topographical survey. Pothole locations and depths will be marked on the pavement surface and will show both horizontal location and depth from surface to the utility. From the utility research and utility potholing, Consultant will compile and incorporate utility information on the roadway Base Sheets. Conflicts with existing utilities will be identified for resolution with the conflicting utility.

D. Utility Coordination

Consultant will coordinate with the utility agencies throughout the design phase. If the proposed improvements interfere with existing utilities, consultant will arrange for potholing by the utility. Otherwise, any needed potholing will be performed under the potholing item in this scope. If required, Consultant will obtain any permit that is required for construction of the project, from any agency or utility company.

E. BASE SHEETS

Consultant will prepare Base Sheets utilizing the design topographic survey, utility research data and existing street, storm drain, sewer and water main improvement plans. The Base Sheets will be utilized for the design of the street rehabilitation/overlay, and signing and striping plans. The base plans will be prepared at a 1"=40' scale.

Consultant shall data process all topography in AutoCAD Version 2009 or latest edition. Linestyles will be conventional. Text annotation will be stored in layers separate from the graphic elements. An AutoCAD file, layering, linestyle and color specification will be provided by the Consultant to the Client, if requested. Locations of any property lines, centerlines or rights of ways shown on the topography shall be shown graphically from specified Datum.

The topographic file shall include the basis of horizontal and vertical control, North arrow, date of survey, Survey Crew Chief and supervising Licensed Land Surveyor review and sign off, notes and details.

F. Pavement Evaluation Review/Design

The City will provide a pavement evaluation/analysis report. Consultant will review the report and discuss the recommended pavement rehabilitation alternatives with the City. This will include the following:

- Assess data and evaluate methods for rehabilitation.
- Prepare value engineering spreadsheets with cost breakdowns for 3 alternatives, including comparisons based on projected life.
- In Area A, an alternate design to accommodate storm water flow without curb and gutter must be considered, such as permeable pavement or a concrete swale. Neighborhood outreach meetings may be required to accomplish this task.
- In Area C, new driveway approaches will need to be constructed per city standards, and may require sidewalk reconstruction to meet ADA standards.
- In Area C, Amapola, Cota and Portola Avenues will be designed for reconstruction to provide new curb and gutter along entire roadway on both sides.

- Bow Avenue- rehabilitate street from cross gutter at Torrance Boulevard to 213th Street similar to Area A.
- Include cross gutter improvements in plans, specifications and bid schedule, per attached list (Appendix III.) Various cross gutters throughout areas A and C will also need improvement, and should be added to the design plan as well.
- Present and discuss recommendations with City.
- After concurrence by the City, the final limits of removal will be shown on the plans.

G. Traffic Index Calculation

Consultant will calculate an individual traffic index (TI) for 242nd street and 244th street, each based on a 20-year growth. Consultant shall use both the LA County and State of California methods to calculate a TI.

III PLANS & PROFILES

A. 30%, 60% & 90% PLAN SUBMITTAL

All plan types will be in conformance with City of Torrance format, the latest applicable design/drafting standards and shall incorporate the City of Torrance Title block. The Public Works Department Title Block shall be used on all plan sheets.

Consultant will prepare and submit plans to the City and utility agencies at 30%, 60% and 90% completion. Plans shall be on 24" x 36" sheets, unless otherwise required for utility agencies. Type shall be blacklined bond paper. Consultant shall submit two (2) sets of plans to the City for each submittal.

The following is a listing of plan sheets with corresponding scale to be used as determined by the City.

PLAN	SCALE
Title Sheet	Varies
Construction Notes and Details	1" = 10', Varies
Typical Cross Sections	Varies
Roadway Rehabilitation Plan and Profile	1" = 40' H 1" = 4' V
Intersection Grid Details	1" = 10' H Grids at Lane Lines
Traffic Control & Staging Plans	1" = 40' H

PLAN	SCALE
Sign and Pavement Delineation Plans	1" = 40' H

Title Sheet will include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information and legend of symbols.

Construction Notes and Details will include a construction note index, list of utility companies with contact name and telephone number, list of standard plans grouped by agency (i.e. SPPWC, City of Torrance, Caltrans, etc) and construction details. Multiple sheets may be required.

Typical Cross Sections will show right-of-way lines, dimensions between curbs, existing pavement surface and curb/gutter, existing roadbed, proposed improvements and grading/crossfall slope. Pavement cross falls should be kept at 2% optimal; however, cross falls may vary from 1% to 5% as needed for grade and to minimize reconstruction. Construction notes related to proposed improvements shall be included on this sheet. Cross sections will be discussed with the City at the 30% and 60% submittal to identify potential problems.

Roadway Rehabilitation Plan and Profile will show all existing improvements, as shown on the Base sheets and all existing underground utilities (sewer, water, gas mains and associated laterals, storm drains, catch basins and laterals, manhole and valve covers, meter boxes etc). Proposed work will indicate limits of removals and replacements and cold planing limits, street overlay and rehabilitation areas, adjustment of manholes, vaults and valves to grade. Plans also shall indicate removal/replacement of curbs, gutters, sidewalks, access ramps, driveway aprons, bus pads, cross gutters, parkway/curb drains and protection of existing facilities. Consultant shall consider and determine the need and location for the preservation of existing control monumentation and the placement of new control monumentation. At a minimum, each sheet shall contain a north arrow, scale, match lines with station and sheet reference, plan and profile construction notes for all improvements on the sheet. Profile shall show existing tops of curb elevations with corresponding station and slope of curb between each grade break. For corner access ramps, provide station and elevation at BCR and ECR and label as "join existing." Elevations also should be provided at quarter points. Dimension the distance between each quarter point and the length of the curve.

Traffic Control & Staging Plans for residential streets should be designed in accordance with MUTCD 2010 California Supplement.

Note: Prior to beginning work on these plans, consultant shall meet with the City to discuss and determine construction staging, minimum lane width requirements, side street and driveway access and plan notes and legend. It is anticipated that the project will be constructed in stages and each stage will require traffic control plans.

Sign and Pavement Delineation Plans will be prepared for residential streets and intersecting streets within the proposed street improvement limits. The plans shall be segmented to minimize the number of plan sheets.

The plans will be prepared in accordance to City standards and design criteria and Caltrans "Traffic Manual" and Standard Plans and Specifications (latest edition). Plans will provide for at least 200 feet of transition for each leg of the intersecting streets.

Plans will show: all existing signs within the project limits, including those mounted on traffic signals, street light and utility poles; proposed signs; and proposed pavement delineation and pavement legends/arrows within the project limits. Consultant shall include those areas on intersecting side streets that are within the project limits. Centerline stationing shall be shown on the plans.

B. QUANTITY CALCULATIONS AND COST ESTIMATE

Consultant shall submit preliminary quantities and construction cost estimate at the 60% and 90% submittals. Unit prices will be based upon the most current cost information for a recent, similar project. The final quantity/cost estimate will be based on the final construction plans and submitted with the 100% submittal. Cost estimates shall include a 5% contingency.

Note: The construction budget for this project is \$2 million. The consultant shall compare its estimated construction costs for the 60% and 90% submittal to the available budget. If the consultant's estimated costs exceed the available budget, the consultant shall inform the City and provide recommendations for costs reduction.

C. PROJECT SPECIFICATIONS

Consultant will use the city's standard "boiler plate" specifications (Word 2003) and prepare the Special Provisions portion of the Construction Specifications and Contract Documents suitable for bidding and awarding of the Contract. These special provisions will be incorporated into the City's standard construction document package. Consultant will prepare the Bid schedule.

D. 100% SUBMITTAL OF PLANS & PROFILES, SPECIFICATIONS/SPECIAL PROVISIONS, QUANTITIES AND COST ESTIMATE

The 100% submittal will include two (2) complete sets of: all plans, specifications/special provisions and quantities/cost estimate for final review. Minimal corrections may not be needed, but should be expected. Plans shall be on 24" x 36" sheets. Type shall be blacklined bond paper.

E. FINAL SUBMITTAL

Upon City approval of the 100% plans/profile submittal, consultant will submit a complete set of stamped/signed (CA Registered Civil Engineer) original plans on mylar, an unbound set of stamped/signed specifications/special provisions and a quantities/cost estimate. The consultant will also submit an electronic copy of all final AutoCAD drawings (with x-refs and plot configuration files), specifications/special provisions and quantities/cost estimate on a CD-ROM.

F. Project Management & Meetings

Consultant will perform all project management services during the course of the project as required to complete its contract work (i.e. General Project Coordination, Preparation of Schedule, Quality Control, Progress Reporting, Subconsultant Management).

To ensure understanding of the contract objectives and coordination between the team, meetings between the City and Consultant will be held as follows: for each of the submittals (30%, 60% and 90%), traffic control and staging, and two additional meetings, as requested for a total of six meetings. Consultant shall have no more than 2 attendees per meeting. Project objectives, schedule and any other issues will be discussed and resolved or assigned for follow-up.

At the 30%, 60% and 90% meetings, consultant will bring copies of any completed plans, specifications, estimate and an updated project schedule for submittal.

G. Bid and Construction Support

Consultant shall provide support services during the bid and construction phases.

H. Survey Monument Preservation and Restoration

Consultant shall tie out any centerline monuments prior to construction and prepare and file Corner Records with the County of Los Angeles and City of Torrance. After construction is complete, Consultant shall re-establish monuments removed by construction activities and file final Corner Records with the County of Los Angeles and City of Torrance.

I. Reimbursable Expenses

This task is intended to budget for reimbursable expenses that are associated only with reprographics of plans and paper documents, postage and mileage when making submittals to the City and other agencies or utility companies. Costs to print documents, produce reprographics, postage, telephone, faxes and mileage for consultant's internal review and/or coordination with satellite offices or sub-consultants should be included in the fees for the various tasks.

J. City Responsibilities

1. City will provide access to the site.
2. City will provide an electronic copy of its "boiler plate" specifications.
3. City will provide a copy of its records of centerline monuments/ties.
4. City will provide an electronic copy of the Public Works Department title block.
5. Pavement Evaluation Report
6. City will provide samples of various sheets from a recent street improvement project.

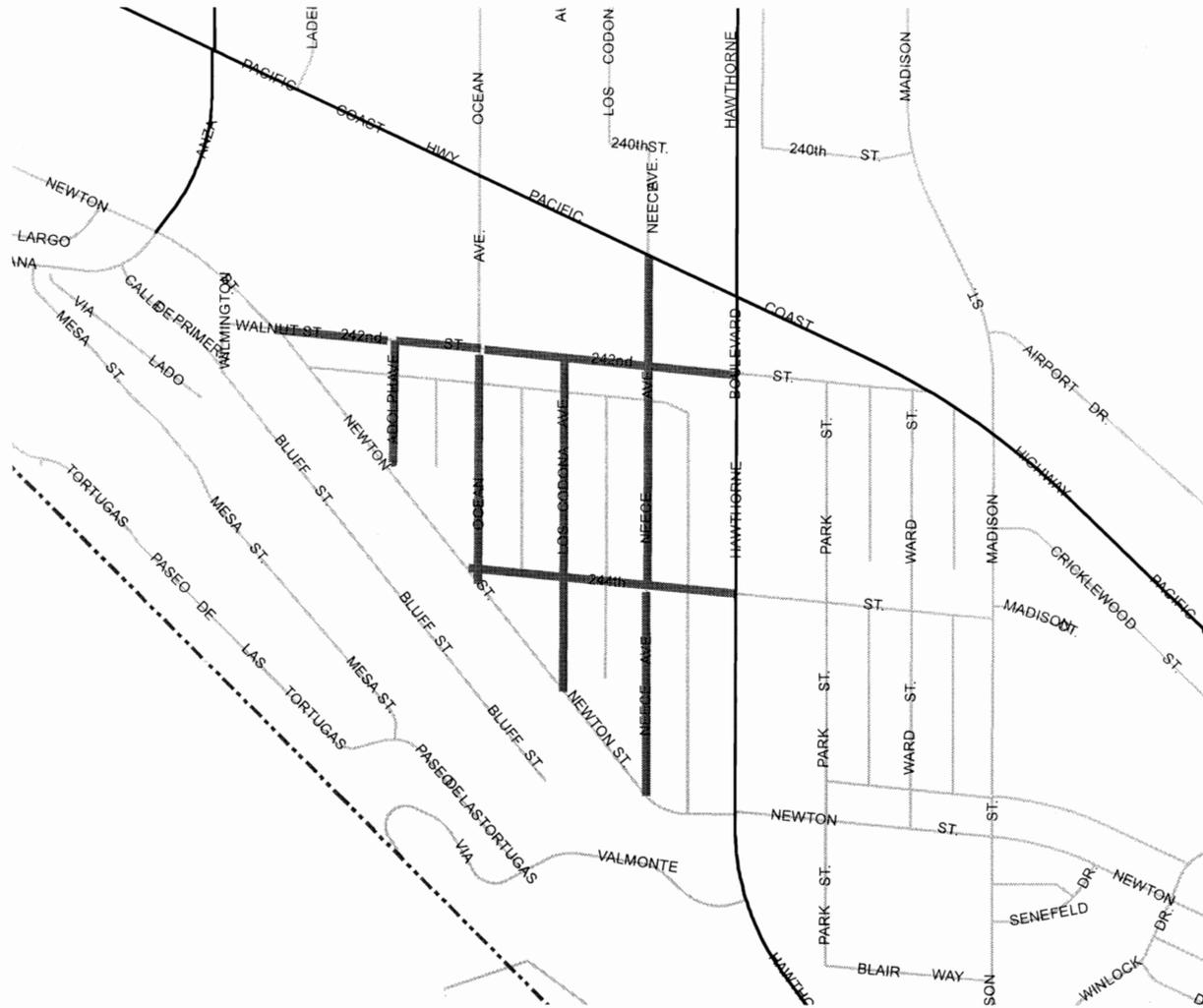
City's Pro forma Consulting Services Agreement

A sample of the City's Consulting Services Agreement is included in Appendix IV. 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 RFP identify any language, if at all, you may object to. Should an objection be identified, we request that you propose alternate language in the RFP. 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.

RESIDENTIAL REHABILITATION AREA A

Legend

— Rehabilitation Areas



ROBERT J. BESTE
PUBLIC WORKS DIRECTOR



- ANALYSIS
- DESIGN

LaBelle • Marvin

- SOILS, ASPHALT TECHNOLOGY

PROFESSIONAL PAVEMENT ENGINEERING

A CALIFORNIA CORPORATION

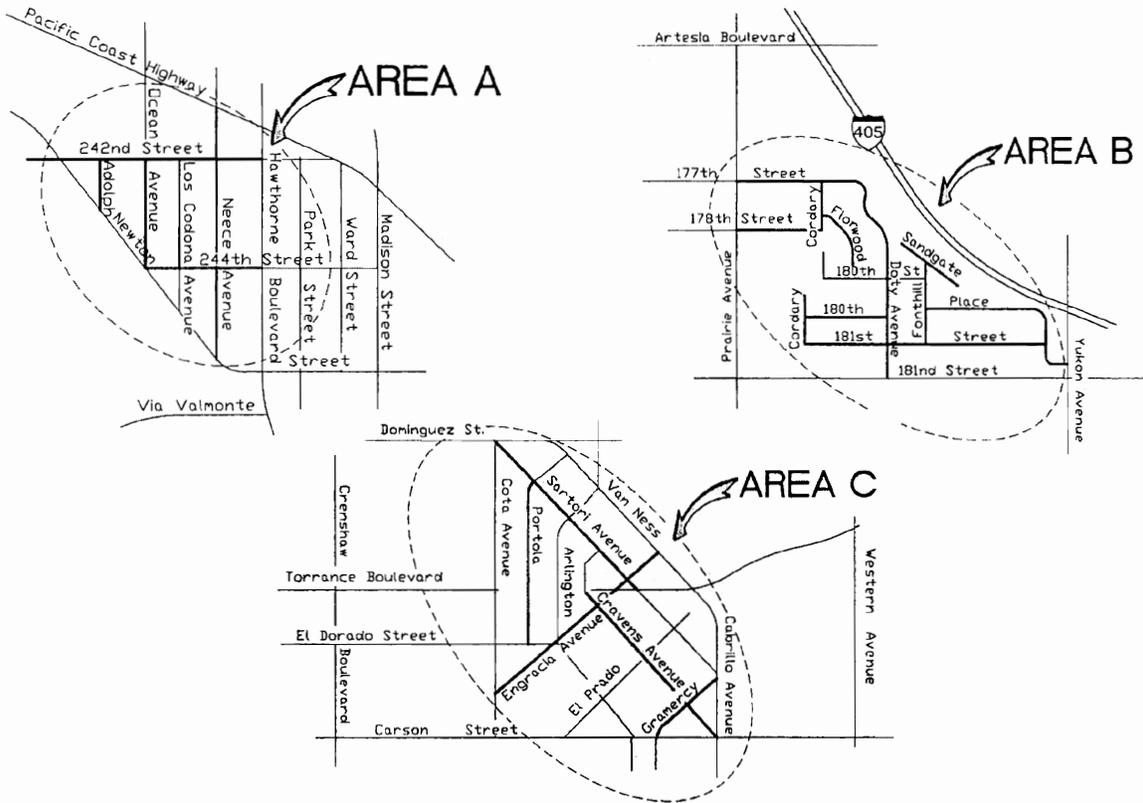
PAVEMENT INVESTIGATION

Of

Various Roadways

(Areas A, B, and C)

Within the City of Torrance, California



Reviewed By:



Client: City of Torrance
January 2008

Project No. 35058

Appendix III
Proposed Cross Gutter Improvements

Henrietta Street and Spencer Street

Talisman Street and Deelane Street

Carson Street and Redbeam Avenue

Beryl Street and Flagler Lane

(Fern Avenue and Monterey Street)

177th Street and Amie Avenue

Pacific Coast Highway and Vista del Parque

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Insert name and business entity description, i.e. XYZ Corporation, a California Corporation (“CONSULTANT”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to Insert brief description of services.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Insert brief title of RFP, RFP No. Insert RFP No. (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, 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 RFP. A copy of the RFP 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 .
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 \$Insert dollar amount (“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**

Insert a specific person 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:

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

16. **NON-LIABILITY OF 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.

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.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

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 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

Insert name of business
Insert type of entity

Frank Scotto, Mayor

By: _____
Insert Name and Title

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: RFP
 Exhibit B: Proposal

Revised..: 10/29/2008

EXHIBIT A
REQUEST FOR PROPOSALS

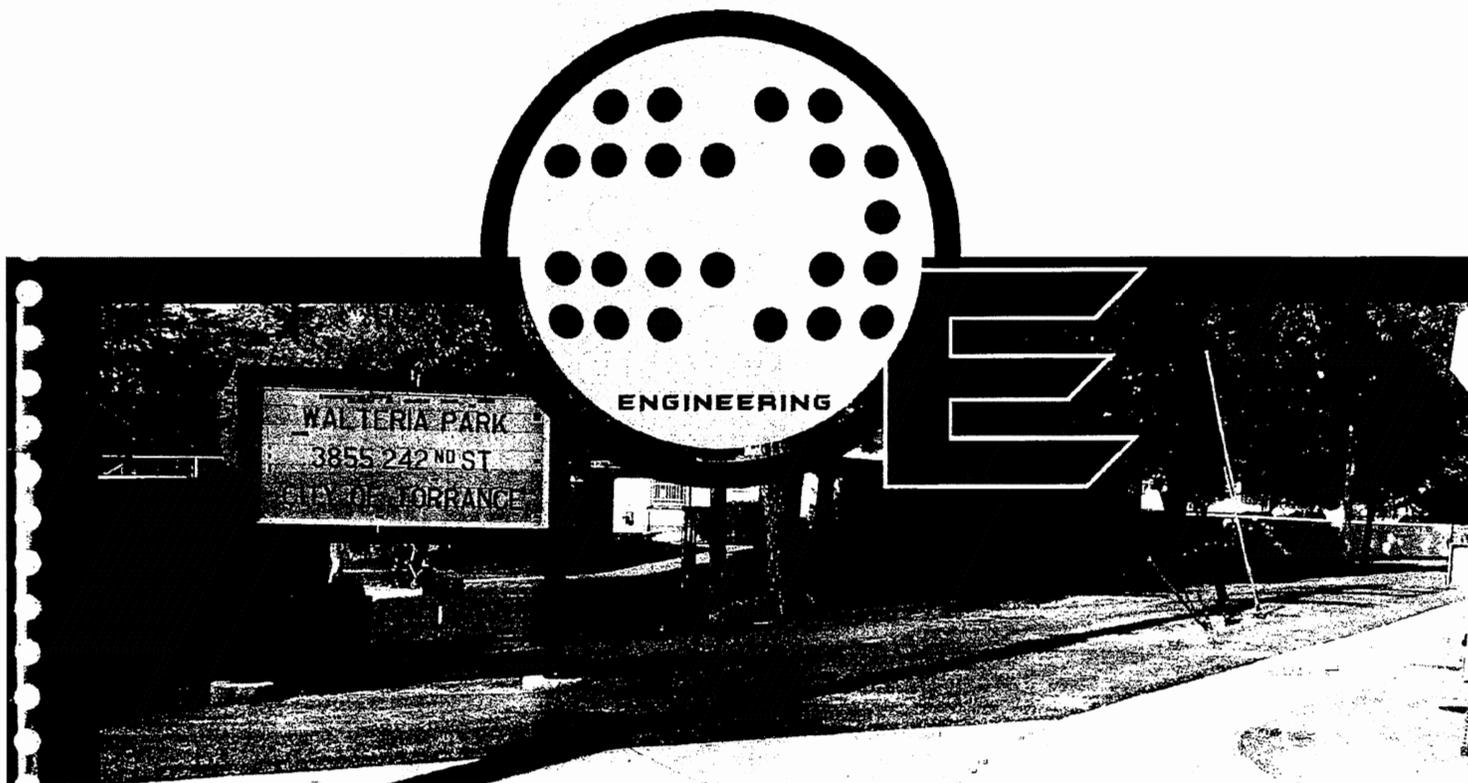
[To be attached]

EXHIBIT B

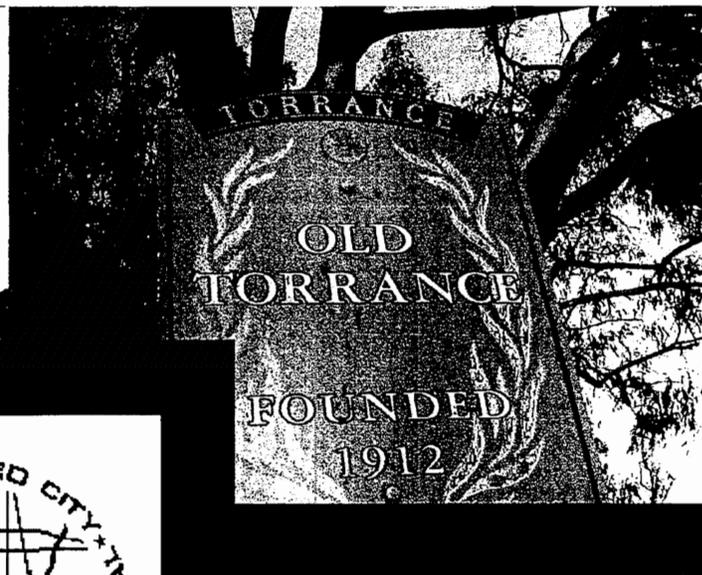
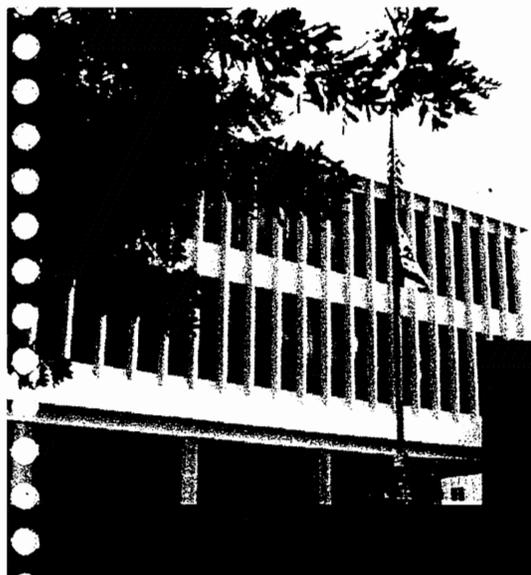
PROPOSAL

[To be attached]

EXHIBIT B
PROPOSAL



**ONWARD ENGINEERING PROPOSAL
TO PROVIDE DESIGN SERVICES
IN THE CITY OF TORRANCE (RFP2011-31)**



July 28, 2011

**ONWARD ENGINEERING
300 S. HARBOR BLVD.
SUITE 814
ANAHEIM, CA 92805**

ONWARD ENGINEERING

300 S Harbor, Suite 814 Anaheim, CA 92805

City of Torrance
Office of City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

07/28/2011

ATTN: RFP2011-31

Onward Engineering and its world-class staff is pleased to submit three (3) copies of our proposal to provide Design Services on the Residential Street Rehabilitation, I-94, Area A, Area C, Bow Avenue, and City-wide Cross Gutter Improvements Project in response to RFP2011-31. Our commitment to excellence will allow us to approach this project with a sense of continuity and seamless progression. **Onward Engineering is the intersection between cost and quality, and the bridge between yesterday and the future.**

We are certain that our proposed team will allow us to increase efficiency to the delivery of your projects. Our engineering solutions include the use of innovative software technologies like Autodesk Civil 3D 2011. Additionally, our proposed staff comes from a management background and can easily manage projects in accordance with the best QA/QC procedures. Our staff is dedicated to the implementation of a proper QA/QC system because the key to our success has been in our ability to utilize controls for design, scheduling, cost, and documentation subject to our internal QA/QC procedures.

I will act as the Principal-In-Charge for this contract, and the person authorized to enter Onward Engineering into agreement with the City of Torrance. My previous work experience (30 years) has made me extremely familiar with the different facets of civil engineering including design management, administration, construction management, and inspection. Our proposed staff also includes Derek Wieske, PE, as the Project Manager. Derek is a former Director of Public Works and City Engineer for 3 different cities. You can be sure that Derek will be committed to this project and the City of Torrance from A to Z, and that he will be a very hands-on Project Manager, guaranteeing a successful project delivery. The City of Torrance shall have direct contact to everyone attached to your project with a 24/7 availability guarantee. Communication is of the greatest importance to me and I will ensure that each project runs at the highest level of service and accuracy as possible.

One quality that differentiates our firm from others is the integration of "big firm" experience with the personalization and attention to detail that comes from a smaller size firm. With Onward Engineering, the City of Torrance can be certain that they are getting a top-notch engineering team while also receiving the dedicated services that we are known for. We are confident in the quality of our work, and we stand behind our past experience as proof of our commitment to complete projects on time, within budget, and without sacrificing quality or safety. If you have any questions regarding this proposal, our firm or any other item, please feel free to give me a call on my cell at (714)457-2994 or send me an email at mataya@onwardengineering.com.

Sincerely,


Majdi Ataya, PE
President



1: QUALIFICATIONS

1.A: Firm Profile

OE Vision:

*"Moving you forward,
by building a better
tomorrow, today"*

"Our mission is to provide the very best engineering and construction management services to public agencies by being a leader in innovation, efficiency, quality, and customer service; in doing so, we wish to improve the quality of life in the communities we serve."

Firm Bio:

*Founded: 2004
Form: "C"
Corporation
Staff Size: 18*

Onward Engineering is committed to providing the City of Torrance with the finest Professional Engineering Services. Providing the highest quality of life achievable begins with properly designed and safely constructed infrastructure. Offering a positive and world-class environment includes having an extension of your staff that can properly interface with the Torrance community in a friendly way, while maintaining the level of comfort that the community is accustomed to. Our knowledge is rooted in the 3+ decades of experience each member of our Team possess; our firm experience is embedded in our reputation as a firm you can trust; and our commitment to excellence is visible in the accurate, clean, and timely delivery of design projects to multiple agencies. A list of services that we provide includes:

Address:
*300 S. Harbor Blvd.
Suite 814
Anaheim, CA 92805*

(714) 533-3050

- | | |
|--|---|
| <input checked="" type="checkbox"/> Design Engineering | <input checked="" type="checkbox"/> Construction Administration |
| <input checked="" type="checkbox"/> Project Management | <input checked="" type="checkbox"/> Inspection Services |
| <input checked="" type="checkbox"/> Plan-Checking | <input checked="" type="checkbox"/> Community Relations |

Why Onward?

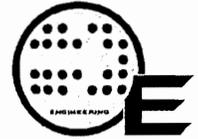
Onward Engineering has continued to shine and stand out amongst the rest of the consultants for a number of key reasons, including:

Engineer Owned & Engineer Operated:

Onward Engineering is a company that is owned and operated by Engineers. Our greatest concern is the quality of the projects we deliver. We make sure your projects are designed to a level of quality that is required of our industry and expected by your agency. In order to accomplish this, we actively review the latest specifications for projects in order to suggest improvements and modifications for better contract pricing and quality. We also employ our detailed internal QA/QC process on all of our projects, and most importantly, we are actively and readily available to you throughout the project.

Versatility and Depth of Staff:

Our staff at Onward Engineering is versatile and capable of taking on multiple roles. We guarantee that our staff will be self-competent engineers who require no hand holding and who are capable of taking this project from A to Z while staying in communication with you to ensure that you are fully satisfied.



1.B: Qualifications of Civil Engineer

Derek Wieske, PE ♦ Project Manager

Derek has over 22 years of professional experience as a manager in the public works sector. Derek has a proven track record when it comes to both large and medium sized capital improvement projects. Derek's education and certifications are the foundation on which his experience has been built. Derek received his Bachelor of Science in Civil Engineering from University of California, Irvine (UCI) and his Master of Science in Civil Engineering from Long Beach State University (LBSU). Additionally, Derek received his Master of Business Administration (MBA) from LBSU. Derek is a Registered Civil Engineer in the State of California and an active member of several engineering associations and steering committees.

Derek has held several key positions at the County and City level. As a Civil Engineer with the County of Orange for six years, Derek developed a multi-million annual operating budget. His work included designing major drainage structures, including cross gutter improvements similar in size and scope to those required as a part of this project. In 1997, Derek joined the City of Lake Forest as a Civil Engineer. As such, he planned and administered capital improvement projects including street rehabilitation, roadway reconstruction, parkway improvements and substructure improvements city-wide. His work also entailed coordinating between several agencies and the general public. Derek was the Assistant City Engineer in the City of Laguna Beach for six years, managing some of the City's Capital Improvement Program projects. This entailed projects with a cumulative annual cost of \$8 million dollars (approximately 10-15 projects per annum). These projects included road, storm drain, park, sewer, building facilities, transit system, and water quality improvement.

Derek has also held positions as the Deputy Director of Public Works and City Engineer for the City of Rialto, Director of Public Works and City Engineer for the City of Los Alamitos, and the Director of Public Works and City Engineer for the City of Rancho Santa Margarita. In the City of Rialto, Derek rebuilt the Engineering Department, and oversaw functions of capital improvement projects including roadway rehabilitation and reconstruction, street and freeway widening, traffic signal improvements, parkway improvements, and the expansion of the wastewater treatment plant. In the City of Los Alamitos, Derek managed a staff of 15 people, responsible for engineering and maintenance of municipal services, including streets, storm drains, parks, and traffic signals. Derek served as a hands-on project manager on major capital projects and represented the City on major regional transportation efforts, including OC/LA inter-county transportation study and the West County Connectors Project. In the City of Rancho Santa Margarita, Derek managed the Public Works Department, responsible for roadway, traffic, storm drain, sewer, and traffic signal projects. Derek successfully reduced department expenses, and increased revenues, to deliver higher quality service with a significantly reduced budget within 18 months.

Derek is a hands-on Project Manager with both the knowledge and experience to manage this project for the City of Torrance without any hiccups or conflicts. A partial resume showcasing his experience working on specific projects can be found on the following pages.



2: PROJECT MANAGER EXPERIENCE

Derek Wieske, PE- Project Manager

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Qualifications:

- BS Civil Engineering, UCI
- MSCE, LBSU
- MBA, LBSU
- RCE 49872
- Member APWA
- Founder South OC
Bicycle Association

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Derek possesses over 22 years of solid experience in the public works sector. He places emphasis in exceeding our clients' expectations by developing a thorough scope of work. As the former Deputy Director of Public Works and City Engineer for the City of Rialto, Los Alamitos, and Rancho Santa Margarita, Derek has gained effective leadership and communication skills in leading projects from inception to completion. Derek also has experience working with Caltrans and continues to utilize his diversified experience in delivering small and large Capital Improvement Projects. As a project manager, he has directed the efforts of several engineers. His experience includes working with multiple agencies and managing close to 15 projects per year. Derek believes that the success of public works projects is measured using four key criteria: safety, schedule, quality, and budget. In order to achieve that goal, Derek looks to provide services customized to meet the specific needs of each project.

Olinda Access Road Renovation: County of Orange – City of Brea

Derek served as the Project Manager for this paved road realignment and renovation over an active landfill. Several functions that were required in this project included surveying, design, and construction inspection. Derek's challenges included concerns with landfill gas migration, roadway roughness, determination of appropriate thickness of asphalt, and settlement concerns associated with constructing a roadway over a lift of waste landfill.

Olinda Landfill North Spur Perimeter Road: County of Orange – City of Brea

Derek served as the Project Manager for this 3/4 mile paved, single lane road to provide access to a cellular tower. Derek ensured that surveying, design, and construction inspection were done accurately. Some of the challenges to this project included concerns with installation of guardrail, and appropriate design standards with which to comply, within budget and schedule.

Downtown Area Resurfacing: City of Laguna Beach

Derek served as Project Manager for the design and construction of the resurfacing of the downtown area of Laguna Beach. This project required extensive coordination with local businesses to minimize economic impacts of construction. In addition to street resurfacing, the project included installation of various traffic calming features, such as bulbouts. Derek introduced payment clause into the specifications, which significantly accelerated project construction, resulting in praise from local shop owners for a successful project.

Ball and Bloomfield Intersection and Drainage Improvements: City of Los Alamitos

Derek was the Project Manager for the installation of 1,400 linear feet of storm drain and roadway rehabilitation. The design alignment of the storm drain conflicted with multiple utilities, including sewer, water, gas, electric, and oil pipelines. Derek oversaw the design of project, including significant value engineering, plan and specification, quality control, bidding process, and coordination with partnering funding agency. This project required extensive coordination with utility agencies to either relocate or adjust conflicting utilities.



**Avenida Empresa/Santa Margarita Parkway Intersection Improvements Project:
City of Rancho Santa Margarita**

Derek was the Project Manager during design and construction for this intersection improvement project to add a third left turn pocket to accommodate heavy left turning movements. The project involved multiple stakeholders, including community association. The funding agency was Orange County Transportation Authority.

Reflective Street Name Signs Replacement Project: City of Rancho Santa Margarita

Derek was the Project Manager for this project to replace all illuminated street name signs in the City with reflective street name signs, using federal funds from the American Resource and Recovery Act. Derek's design challenges included placement of signs, design of possible City sign logo, and working with federal representatives from the Department of Energy to secure funding.

Diamond/Crestview Area Road Widening Projects: City of Laguna Beach

Derek was the Project Manager during design and construction for the widening of several roads in residential hillside community of Diamond/Crestview to accommodate two-way traffic. Retaining walls included innovative materials such as concrete lagging. This project involved close coordination with homeowners, including one home which required a cooperative agreement to relocate a driveway and a garage.

Stormwater Diversion Systems Installation: City of Laguna Beach

Derek served as the Project Manager for the design and construction of stormwater separators (CDS Units) to divert urban runoff from roadways and City stormdrain system to municipal sewer collection system. Derek's challenges included working with sewer systems without disrupting service, and designing a system that can be maintained with relative ease.

Fiscal Year 2007/08 Traffic Signal Installation Project: City of Rialto

As the Project Manager, Derek oversaw construction for the installation of six new traffic signals. In addition, Derek worked closely with the police department to develop a coordinated "Traffic Signal Turn-on Procedure" to minimize liability to the City.

Ridge Route Drive Pedestrian Undercrossing: City of Lake Forest

Derek was the Project Manager for the installation of a reinforced concrete box structure under an active railroad right-of-way to allow for pedestrian undercrossing on Ridge Route Drive. Derek administered the design and construction contracts for the project, which required a permit from the Southern California Rail Road Authority. The installation occurred through the use of a hydraulic jacking operation, which occurred 24 hours per day, to accelerate the construction.

210 Freeway Sewer Realignment Project: City of Rialto

Derek was the Project Manager for this major capital project to fund realignment of sewer mainline, in the vicinity of Lilac Avenue, to accommodate the new 210 Freeway through the City of Rialto. This project was funded by Caltrans and involved multiple design and construction challenges, including a sewer spill caused by vandals during construction.

Emergency Vehicle Preemption Project: City of Rancho Santa Margarita

Derek was the Project Manager for the installation of emergency vehicle preemption system on approximately half of the traffic signals in the City. The project involved coordination with representatives from the Orange County Fire Authority and the County of Orange. The funding agency was County of Orange.



3: FIRM EXPERIENCE

City of Irvine On-Call Professional Engineering Services

➤ **Red Hill Avenue Pavement Rehabilitation Project (ARRA)**

Onward Engineering provided design engineering services to the City of Irvine for this pavement rehabilitation project that was funded by the American Recovery & Reinvestment Act (ARRA). The project included preparing a street improvement plan and profile, striping and signing plans, traffic control and phasing plans, detour plans, as well as construction specifications and engineer's estimates. The scope of work consisted of approximately ¾ mile of roadway rehabilitation on Red Hill Avenue from Deer Avenue to Reynolds Avenue. Red Hill Avenue is a major six lane arterial that runs parallel to the State Route 55 Freeway and serves as a non-freeway alternate route for commuters. Our design included varying locations of mill and overlay, full depth reconstruction with the removal and replacement of curb, gutter, sidewalk, and access ramps in compliance with ADA regulations. Onward Engineering ensured that the ADA improvements were properly designed for the project to comply with the applicable standards. The plans and specifications also reflected the proper federal funding requirements.

➤ **Irvine Center Drive Pavement Rehabilitation Project**

Onward Engineering provided design engineering services for this pavement and median rehabilitation project in the City of Irvine. The work included preparing street improvement plan and profile, striping and signing plans, traffic control and phasing plans, landscaping plans, as well as construction specifications and engineer's estimate. The project scope included approximately 1.5 miles of roadway and median improvements on Irvine Center Drive from Jeffrey Road to Culver Drive. Irvine Center Drive is a major thoroughfare in the City of Irvine and is a six lane arterial with a raised and landscaped median. The design phase included designated stretches of full depth reconstruction combined with a grind and overlay of the entire roadway. Also included in the scope was the removal and replacement of curb, gutter, sidewalk, medians and landscaping, and replacement of access ramps in compliance with ADA regulations. Along with the design, Onward Engineering also provided construction support services including responding to RFI's, attending meetings, providing assistance related to change orders, and reviewing Contractor's submittals for contract document conformance.

➤ **Culver Drive Pavement Rehabilitation Project**

Onward Engineering is providing design engineering services to the City of Irvine on the Culver Drive Rehabilitation Project. The proposed project limits are on Culver Drive from the north railroad tracks to Walnut Avenue. Culver Drive is a principal arterial roadway, providing northeast/southwest access through the western portions of the City of Irvine, while also serving as a primary travel route through a variety of commercial, residential and institutional zoning areas. The limits of this project are characterized by medium to low density residential properties. The limits also include select neighborhood or community commercial properties. The limits on Culver Drive maintain a continuous landscaped median. The pavement condition of Culver Drive, from 1,700' south of Walnut Avenue to Walnut Avenue requires additional reinforcement of the structural section. The project calls for a localized pavement reconstruction at the northbound lane #3 and the southbound lane #1; this alternative also includes a full width 2" grind, a 2" AC leveling course, and a 2" ARHM overlay. The project also entails the removal and replacement of the existing median shed gutter with a standard 8" median curb and the incorporation of landscaping improvements throughout the project limits.



City of Commerce On-Call Professional Engineering Services

- **CDBG Rosini/Rosewood Neighborhood Rehabilitation Project**
Onward Engineering provided full services Design and Construction Management/Inspection Services on this project which covered approximately 9,050 L.F. (Rosini), 5,125 L.F. (Rosewood) of residential & collector streets. The project required field and cost analysis of the proposed rehabilitation methods to ensure that the project budget was maintained.
- **CDBG Bristow Park Neighborhood Rehabilitation Project**
Onward Engineering provided full service Design and Construction Management/Inspection Services on this project which covers over 3 miles of roadways. Budget control is a critical item on this project and our team has proposed multiple pavement section alternatives as well as alternate pavement rehabilitation methods such as ARAM, ARHM, Cold-In-Place Recycling, and Cement/Lime Treated Sub-base. A pavement evaluation report was required for this project.
- **Bus Shelter Replacement Project**
Onward Engineering is currently providing the City of Commerce with design engineering services on this Bus Shelter Improvement Project. The City of Commerce was awarded \$500,000 of Federal Transit Administration (FTA) and Transit Development Act (TDA) funds for the improvement of approximately 175 bus stop locations, serving five bus lines and approximately 219 bus stops. The City of Commerce has a total of six operating bus routes.

City of Diamond Bar Residential Area 7 & Arterial Zone 5 Project

- **Residential Area 7 & Arterial Zone 5 Road Maintenance Project**
Onward Engineering provided the City of Diamond Bar with design engineering, construction management and inspection services on their Area 7 and Arterial Zone 5 Road Maintenance Project. The limits of this project include a total of 19.5 centerline miles of residential, collector and arterial streets. The scope of work included rehabilitation of the roadway using primarily slurry seal and chip seal methods. In areas of extreme degradation, an asphalt overlay or full width grind and replacement, was recommended depending on funding availability. In order to provide an accurate design, Onward Engineering individually walked each proposed roadway to note any necessary localized AC remove and replace patches, damaged curb & gutter, and uplifted or non-ADA compliant sidewalks. Onward Engineering recommended the best rehabilitation method based on existing field conditions and allotted project budget to the City.

City of La Mirada ARRA Rehabilitation Projects

- **Adelfa, Foster & Marquardt Rehabilitation Projects**
Onward Engineering provided design engineering services for these three separate roadway rehabilitation projects which were constructed with ARRA stimulus funds. The design work included the preparation of roadway rehabilitation plans, striping plans & construction specifications & cost estimates as well as the filing of both the Preliminary Environmental Study and the E-76 Forms through Caltrans. Onward Engineering provided a quick turnaround for the 4.5 total mile rehabilitation project of Foster Road, Adelfa Drive and Marquardt Avenue. The scope of work included full depth roadway reconstruction on Marquardt Ave. and portions of Adelfa Drive and a uniform grind and ARHM overlay of Foster Road and the majority of Adelfa Drive. The project also included the implementation of PCC repairs and roadway striping as well as ensuring ramp compliance with ADA requirements.



City of La Habra Heights On-Call Professional Engineering Services

Onward Engineering provided the City of La Habra Heights with a **City Engineer, full design team, construction management and inspection team** to handle the entire CIP program for over five years. A partial list of projects completed includes:

➤ **Las Palomas Street Reconstruction Project**

Onward Engineering provided design, construction management and inspection services on this project which was funded by Prop 1B. The work included preparing plans, specifications and engineer's estimate to reconstruct 2,550 lineal feet of Las Palomas Drive between West Road and El Cajonita Drive. The reconstruction included pulverizing the asphalt surfacing, lime treating the underlying soil, constructing 900 feet of storm drain pipe and drainage inlets, replacing curbs, and ensuring ADA compliance at all access ramps and walkways. The work also entailed re-grading and compacting the roadbed to 4" below finished surface. The Contractor was also instructed to lime treat the 10" thick roadbed and to construct 4" thick asphalt concrete pavement. Our design and construction team extensively coordinated with local gas, oil, electric, cable, and water agencies in order to analyze, suggest, and manage the relocations of all conflicting portions of existing lines. Finally, due to the steep grades and the curvilinear nature of the roadways in La Habra Heights, a block wall was designed and installed on the eastern side of the roadway in order to block all drainage from the intersecting street from flowing onto private property.

➤ **Annual Roadway Maintenance Projects (2007, 2008, and 2009)**

Onward Engineering provided design, construction management and inspection services for these three separate projects. These projects were done on an annual basis for the City of La Habra Heights between 2007 and 2009. The projects consisted of roadway improvements for approximately 9 miles for project (2009); 8.2 miles for project (2008); and 8.4 for project (2007). The total construction cost was \$448,358 in 2007, \$504,476 in 2008, and \$387,403 in 2009. The methods of maintenance differed; the construction phase included the removal and total reconstruction of some of the streets, overlay of others and slurry seal of the rest. Special attention was given to make sure that any handicap ramp or pedestrian access ramp was in compliance with ADA requirements. Onward Engineering's scope included pre-construction support services which include preparing Agenda Reports for City Council and awarding the contract to the lowest responsible bidder, construction support services including providing full construction management and inspection services, and post-construction support.

➤ **Hacienda Road & East Road Stimulus Project**

Onward Engineering provided Design, Construction Management, and Inspection Services on this street rehabilitation project in the City of La Habra Heights. The project was funded by the American Recovery and Reinvestment Act (ARRA). The scope of work traversed 4.16 miles of roadway, on Hacienda Road from the North City limits to Avocado Crest and East Road from Hacienda Road to Fullerton Road. In addition to the rehabilitation of the roadway, the project entailed the restoration of street shoulders, hazard elimination, and incidental drainage improvements to protect the street from erosion.



City of Bellflower Professional Engineering Services

➤ **Bellflower Blvd. & Woodruff Ave. Rehabilitation Project (STPL)**

Onward Engineering provided design engineering and federal aid documentation services to the City of Bellflower on this project. This rehabilitation project was funded through Federal Surface Transportation Program Local (STPL) funds and required the preparation of the full E-76 Construction Authorization Package for Caltrans Approval. Onward Engineering was able to draw on its previous experience to successfully and efficiently coordinate the work and prepare the necessary paperwork for Caltrans. Onward Engineering conducted a detailed field survey, a thorough analysis of existing conditions, utility coordination, PS&E Preparation, Caltrans coordination and provided project coordination for the duration of this contract. This project covered approximately 3,500 linear feet of arterial roadway rehabilitation design. The methods of rehabilitation varied, and included full width and variable depth mill and Asphalt Rubber Hot Mix (ARHM) overlay, localized full-depth reconstruction, PCC sidewalk, curb & gutter, driveway and curb ramp replacement and the traffic striping design. In order to comply with funding regulation deadlines, Onward Engineering provided the design for this project on an expedited schedule. Onward Engineering also conducted extensive utility coordination and research, ensuring that conflicts were not encountered during the construction phase.

City of Brea On-Call Professional Engineering Services

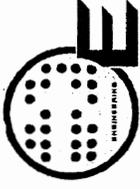
➤ **Midbury Tract Rehabilitation Project**

The Midbury Tract Rehabilitation project spans ~1,500' and encompasses the rehabilitation of Midbury Street, Wesham Place and Alwick Place. All roadways within this tract are 35' wide residential roadways or cul-de-sacs with minimal roadway striping and a 60' R/W width. ADA considerations were a key factor in the design of this neighborhood due to the parkway widths, steep roadway grades and the residential community. Another critical component of this project was the design and analysis of the new 8" DIP water line. It was critical that the horizontal and vertical location of the existing storm drain, sewer, water and other utility appurtenances were identified in order to ensure a successful project. Due to the existing pavement condition and the standard roadway section, this project was designed with a plan view plan set along with watermain replacement plans.

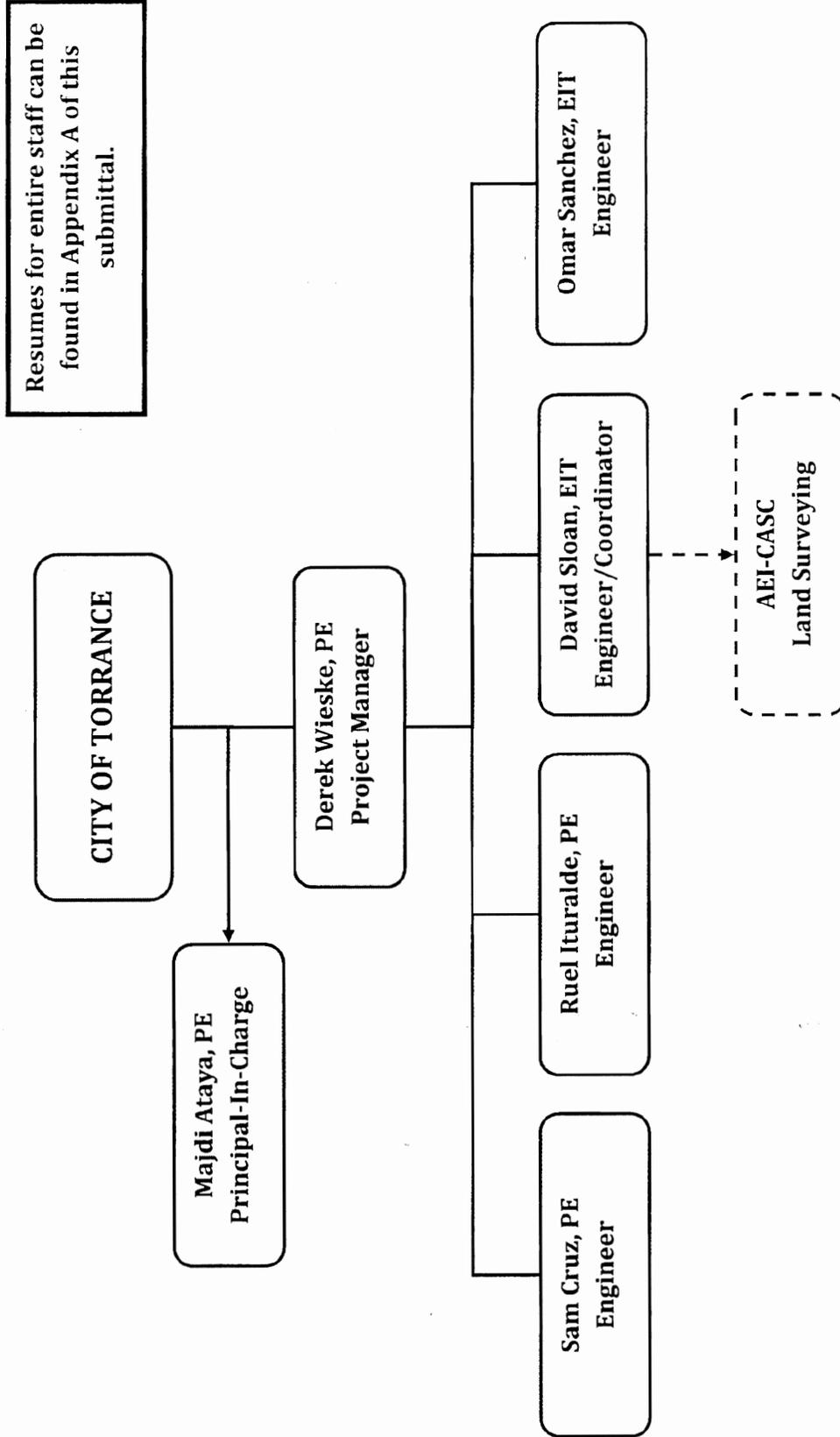
City of Norwalk Professional Engineering Services

➤ **Phase 1 & 2 Watermain Replacement Project**

Onward Engineering provided design engineering as well as construction inspection services for the City of Norwalk on Phase 1 & Phase 2 of this project which included the design and construction of a water main replacement system. Phase 1 spanned between Alondra Boulevard to 166th Street and various other streets and included the installation of 4,512 feet of 8" DIP pipe, 27 gate valves, 125 new house meters with re-connections, and the repaving and capping of all excavated areas. Phase 2 included 6,200 feet of 8" DIP water main replacement between Elmhurst Drive and Harvard Drive as well as Gridley Road and Gard Avenue. Phase 2 of this project also included the fire hydrant coverage analysis and recommendation of new locations for fire hydrants as well as water valves.



4: ORGANIZATIONAL CHART





5: ONWARD ENGINEERING REFERENCES

The following list of references includes clients and agencies for which we have provided Professional Engineering services within the last five years.

City of Irvine

Kal Lambaz-
Project Manager
6427 Oak Canyon, Building #1
Irvine, CA 92618-5202
(949) 724-7556

City of Irvine

Darrell Hartman, P.E.-
Project Manager
6427 Oak Canyon, Building #1
Irvine, CA 92618-5202
(949) 724-7556

City of Commerce

Danilo Batson-
Assistant Director of Public Services
2535 Commerce Way
Commerce, CA 90040
(323) 722-4805 x2335

City of Diamond Bar

Kimberly Molina-
Associate Engineer
21825 Copley Drive
Diamond Bar, CA 91765
(909) 839-7044

City of La Mirada

Gary Sanui-
Project Coordinator
15515 Phoebe Avenue
La Mirada, CA 90638
(562) 902-2373

City of La Habra Heights

Amad Qattan-
City Engineer
1245 N. Hacienda Road
La Habra Heights, CA 90631
(951) 232-1790

City of Bellflower

Deborah Chankin-
Director of Public Works
16600 Civic Center Drive
Bellflower, CA 90706
(562) 804-1424 ex 2217

City of Brea

Delfino "Chino" Consunji, PE-
Director of Public Works
1 Civic & Cultural Center
Brea, CA 92821-5732
(714) 990-7657

City of Norwalk

Randall Hillman-
Associate Engineer
12700 Norwalk Blvd.
Norwalk, CA 90650
(562) 929-5719

County of Orange

Tom Mauk, PE-
County Executive Officer
10 Civic Center Plaza, Third Floor
Santa Ana, CA 92701-4062
(714) 834-6201



6: PROJECT UNDERSTANDING

The City of Torrance is seeking to secure professional engineering design services to design the roadway rehabilitation of all streets in Area A, Area C (including Bow Avenue), and select city wide cross gutters per the locations provided in Appendix III of the RFP. In addition to the pavement rehabilitation, it is the City's intent to improve concrete curb, gutters, sidewalks, driveway aprons, cross gutters, and drainage as may be needed and recommended by Onward Engineering.

The location of the noted project areas are in medium to dense residential zones. It was noted that Area A is mostly situated in a residential zone with a park and a library in its vicinity. Area C is centralized in the Old Torrance vicinity and the easterly project limits are located in a commercial and residential zones. Per the RFP, the following streets have been slated for improvement:

Area A:

- | | |
|-----------------------------|----------------------|
| a. 242 nd Street | d. Ocean Avenue |
| b. 244 th Street | e. Los Codona Avenue |
| c. Adolph Avenue | f. Neece Avenue |

Area C:

- | | |
|--------------------|--------------------|
| a. Maricopa Place | i. Pacific Lane |
| b. Maricopa Street | j. Portola Avenue |
| c. Sierra Street | k. Sartori Avenue |
| d. Pine Drive | l. Border Avenue |
| e. Acacia Avenue | m. Cravens Avenue |
| f. Madrid Avenue | n. Engracia Avenue |
| g. Amapola Avenue | o. Bow Avenue |
| h. Cota Avenue | |

It has also been noted that the following intersections will require cross gutter improvements:

City Wide Cross Gutter Improvements

- | | |
|--|---|
| a. Henrietta Street and Spencer Street | e. Fern Avenue and Monterey Street |
| b. Talisman Street and Deelane Street | f. 177th Street and Amie Avenue |
| c. Carson Street and Redbeam Avenue | g. Pacific Coast Highway and Vista del Parque |
| d. Beryl Street and Flagler Lane | |

Onward Engineering is in receipt of all appendices and has conducted a preliminary site investigation of the aforementioned streets and cross gutter locations. The following pictures identify conditions that were encountered and design challenges that we can mitigate during the design phase of this project:



AREA A: FIELD OBSERVATIONS



Pavement Condition

The picture on the left displays alligator cracking which is typical of the streets in Area A. Onward Engineering has reviewed the pavement report provided by Labelle Marvin and will individually analyze each street for cost effectiveness. Alternate pavement sections as well as drainage methodologies will be suggested to convey all roadway drainage without the use of curb & gutter.

As can be seen in the image to the right, 242nd Street is highly alleigated and evidence of settling can also be seen in select locations. This street serves as a collector road for the Waleria Park, Waleria Library, and the homeowners of this vicinity. Onward Engineering will calculate the traffic indices for 242nd Street and 244th Street based on 20 year growth using the LA County and State of California methods for the City's reference.



Drainage Conditions

It was noted that the streets within the southerly portion of Area A are characteristically steep and have adequate slopes to convey the runoff. As shown on the left, currently there are asphalt berms which channel runoff during storm events. It will be critical to analyze which locations need drainage improvements to convey the anticipated runoff effectively into the existing catch basins and drainage systems if applicable in order to have a successful design project. Onward Engineering will conduct a drainage analysis of the entire project limits to suggest all necessary drainage improvements for this project area.



As can be seen to the right, the existing conditions on 244th street show no curb and gutter with largely undeveloped parkways. It was also noted that ponding is occurring during storm events which ultimately result in damage to the roadway and adjacent properties. By proposing the noted drainage improvements, Onward Engineering will mitigate future damage caused to the roadway & properties. Onward Engineering will carefully analyze each street to suggest the most cost and functionally effective drainage conveyance system that also meets the City's desires to avoid PCC curb and gutter in this neighborhood.

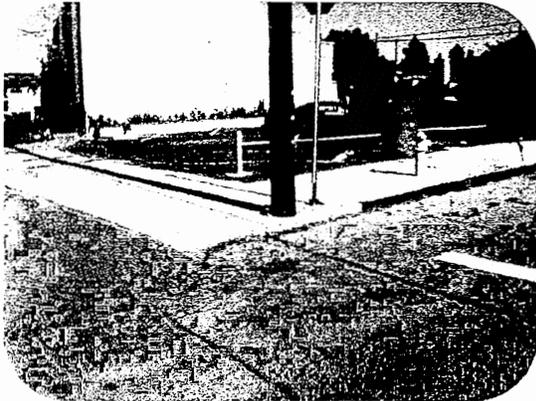


Alley & Driveway Transitions

It was also noted that there are many alley intersections in Area A with severe pavement deterioration such as the alley intersection shown in the image to the left. Onward Engineering will ensure to extend the design survey a minimum of 50' on to each alley to ensure that an effective roadway and alley transition design is submitted that adequately reconstructs all transitions within the project limits.

It has been noted that Area A & Area C have non ADA compliant driveway transitions that will require design analysis. Onward Engineering will individually walk and note each driveway that is not in compliance to ensure that the full intended scope of this project is analyzed and designed. In addition, it has been noted through the pavement investigation report that pavement failure and settling is characteristic around multiple driveways which are currently ponding. As can be seen in the image to the right, the stain marks are evidence of ponding water, which will ultimately lead to the degradation of the roadway. Onward Engineering will document and note each location for review with City staff.

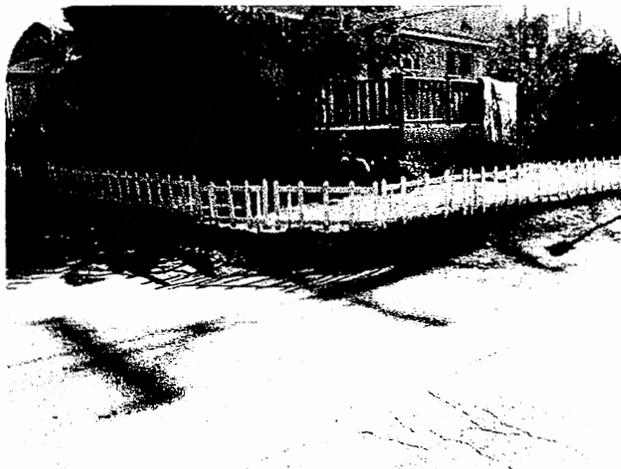




PCC Repair Items/ADA-Compliant Curb Ramps

It was noted that multiple curb ramps within Area A, such as the ramp to the left, were not in compliance with ADA regulations. Onward Engineering will individually analyze each curb ramp to check for grades and ADA compliance items (truncated domes, 0" lip, etc.) to ensure that all necessary curb ramp repairs are called out and designed. If necessary, Onward Engineering will prepare curb ramp details for all non-standard ramps to ensure full ADA compliance is achieved.

The successful completion of this project requires prioritizing the items that need rehabilitation to optimize the benefits of the design with the construction cost estimate in mind. One of the key elements in the design is the rehabilitation and construction of concrete items. As can be seen in the picture to the right, the existing berm is displaced from the catch basin flow line. Currently, the berm is settling and water seeps into the crevices and into the roadway base material, which can damage the roadway. All joints will be analyzed and transitions will be proposed.



Community Outreach in Area A

Finally, it is understood that the City requires community outreach in Area A as deemed necessary. Onward Engineering can set aside time to discuss, and answer questions to the community's concerns and serve as an extension of your staff during this operation at City Hall. Onward Engineering will also prepare design exhibits of the project location to facilitate the discussion with the impacted community as may be needed.



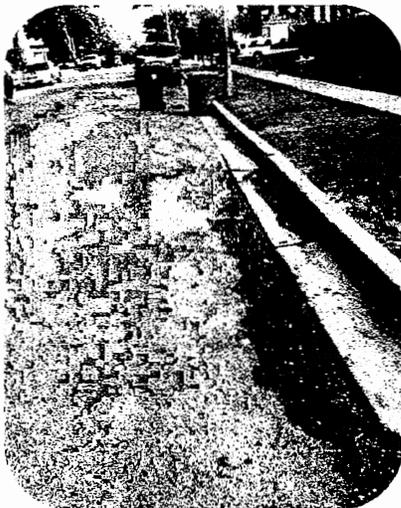
AREA C: FIELD OBSERVATIONS



Pavement Condition

The image to the left displays a street with fair pavement condition. According to the soils report (Appendix II), the streets in Area C have more options for alternative pavement method fixes that are less costly than in Area A. Onward Engineering will conduct a field investigation of the streets and review the alternative pavement fixes based on the soils report to compile our recommendations to the City. Onward will also consider varying the rehab methods per street segments as discussed in Area A.

The image on the right shows a street that has been crack sealed. Many of the streets are severely alleged and need reconstruction to fix the pavement's base for greater strength. Onward Engineering will work with our pavement engineers to conduct different design scenarios and provide the City of Torrance with value analyses to optimize the budget and produce a solid set of plans that garners civic pride in the community.



Ponding/Drainage Issues

As can be seen in the image to the left, the pavement is settling due the failure of the base. Locations similar to those on the left can be mitigated by performing edge reconstruction and ensuring that a 3/8" lip at the edge of gutter is maintained during construction in order to convey runoff to the gutter. Onward Engineering will take note of the recommendations to fix the streets to include localized pavement patches and edge reconstruction in our different cost scenarios to present to the City.



As can be seen in the picture to the right, there are a number of locations in Area C where ponding is occurring. Onward Engineering's design team will review the conditions in order to determine which locations have low spots and propose drainage devices or change in the street crossfall in order to adequately convey the runoff.

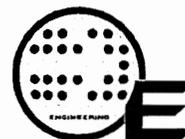


PCC Repair Items/ADA Curb Ramps

As was noted in the RFP and as can be seen in the image to the left, drive-way aprons need to be improved per City of Torrance Standard Plans. Onward Engineering's design team will field review all PCC items that need improvements ahead of the design survey in order to obtain additional topography in those select locations in order to ensure an appropriate design. It is anticipated that newly constructed driveway may require sidewalk reconstruction and a sidewalk easement in order to accommodate both compliant driveways as well as sidewalks.

Many new curb ramps were noted within Area C, but our field investigation has also noted that the new ramps were not in full compliance of ADA standards. As shown to the right, the curb ramp does not have the truncated domes and a 0" lip was not observed. Onward Engineering can assess all of the existing curb ramps for ADA compliance and recommend and discuss with the City retrofitting or reconstructing the curb ramp locations.

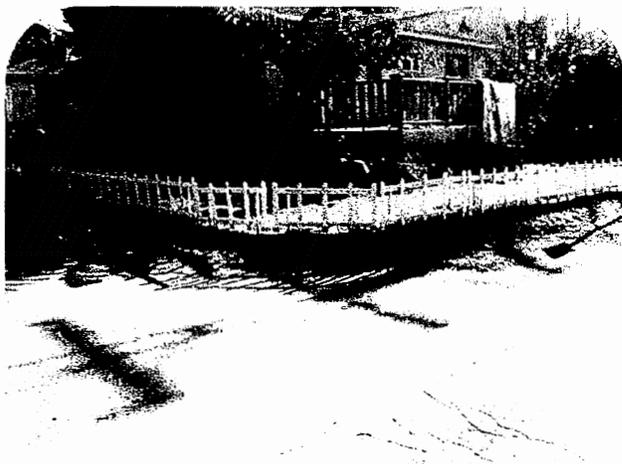




Utility/Agency Coordination

Lastly, the importance of an aggressive utility coordination program must be emphasized for the successful completion of this project. Due to the fact that full depth reconstructions are planned both for entire roadways as well as localized patches, it will be critical to know the location, approximate depth and owner of the existing utilities. Onward Engineering has a detailed and comprehensive utility coordination protocol that includes contacting and coordinating with each individual utility to confirm all utilities. Onward engineering will ensure that all necessary relocations are coordinated, designed and approved by the City prior to the start of the construction project in order to ensure that delays are not encountered during construction.

Another stakeholder for the Area C rehabilitation project will be the railroad company. It has been noted that railroad tracks run adjacent to and through the neighborhood. coordination with the railroad company will be conducted to confirm right of way widths and to discuss rehabilitation measures adjacent to or within the railroad right of way.

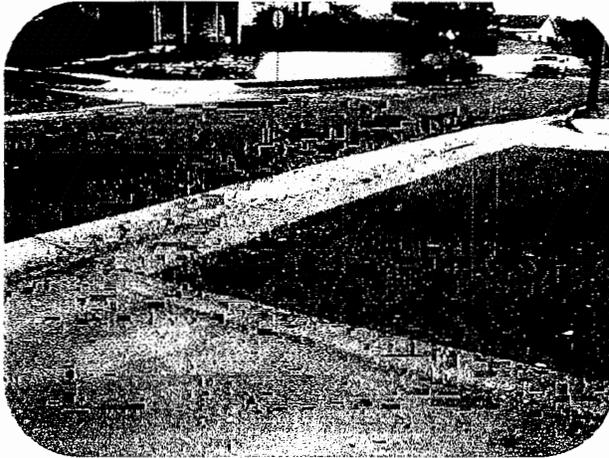


Community Outreach in Area C

Additionally, though not requested in the RFP, if community outreach is required in Area C, Onward Engineering is prepared and capable of coordinating all necessary exhibits, notices, meetings and presentations to ensure that a successful design project is submitted to the City that reflects the needs and desires of the community.



CITYWIDE CROSS GUTTER IMPROVEMENTS: FIELD OBSERVATIONS



The cross gutter at Talisman Street and Deelane Street intersection is shown on the left. As can be seen, the picture shows traces of ponding at the flowline resulting from inadequate fall. In addition, it was noted at this location that the grade is nearly flat. Improvements on the cross gutter's fall need to be addressed in order to ensure adequate conveyance of the roadway runoff.

The image on the right shows part of a cross gutter at the Carson Street and Redbeam Avenue intersection. As can be seen, there is ponding and cracking within the spandrel. In addition, it was noted that there was concrete overspill from a previous construction project that is impeding the flow of runoff. Each cross gutter locations will be surveyed, analyzed and designed to ensure that a fully compliant design is recommended to the City. In locations where adequate fall cannot be attained, Onward engineering will suggest alternate drainage conveyance methods in order to ensure that ponding does not occur within the noted intersection.





7: SCOPE OF WORK

Onward Engineering has reviewed and understands the full scope of the work required by the City of Torrance for the noted project and has no exceptions to the detailed scope provided in the RFP. As can be seen from the level of detail provided in our project understanding and proposal, we understand the project and are capable of completing the design successfully and at the highest quality. We believe that we have proposed the best team to the City of Torrance on this project, and we are committed to providing the City with the best design services available.

Upon selection of Onward Engineering for interview, we will prepare a detailed fee estimate in accordance with the City's RFP requirements and will provide to the City a detailed scope of work describing the services provided along with all deliverables which will be provided to the City.

8: PROJECT SCHEDULE

Onward Engineering has reviewed the City's proposed design and construction schedules and has the company resources and availability to complete the design within the noted timeframe. Upon selection of Onward Engineering for the interview, Onward Engineering will prepare and submit to the City a detailed scheduling plan which outlines each work item, key milestone dates, project review timeframes, sub consultant and city work items and any other key scheduling item that will fall within the critical path of this project. At a minimum, the entire design of this project will be completed and approved by all required parties by the noted deadline of January 2012 in order to allow for the start of construction in March, 2012.

At Onward Engineering, we specifically tailor each of our projects to our clients needs and we guarantee that you will be fully satisfied with our professionalism and dedication to client satisfaction. We will continue to be an advocate for the City and communicate with City staff until full satisfaction of all deliverables is achieved.

We look forward to being selected as the design consultant of choice for this project and to starting a successful relationship with the City of Torrance.



Majdi Ataya, PE- Principal-In-Charge

★ ★ ★ ★ ★ ★ ★ ★ ★ ★
Qualifications:

- BS Civil Engineering, LBSU
- Completed all classes for the MPA at LBSU
- RCE 39392
- Member APWA
- Member ASCE
- Member of National Society of Professional Engineers

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Majdi possesses over 30 years of solid and diversified experience in the public works sector. As the former Deputy Director of Public Works and City Engineer for the City of La Habra and the Contract City Engineer for the City of La Habra Heights, Majdi genuinely knows the inner workings of public agencies at the City, County, State, and Federal levels. Majdi is an excellent communicator and will always work diligently to uphold the standards that Onward Engineering set in 2004; to provide tailored approaches to each project, and complete projects on time and within budget. Majdi places a high level of importance on clear and efficient communication and guarantees his availability throughout the duration of the contract. Majdi has experience working with many public agencies including Los Angeles County, MTA, Caltrans, FHWA and dozens of Cities.

Culver Drive Pavement Rehabilitation Project: Irvine, CA

Majdi is the Principal-In-Charge on this project to provide design engineering services to the City of Irvine. The proposed project limits are on Culver Drive from the north railroad tracks to Walnut Avenue. The limits on Culver Drive maintain a continuous landscaped median, except at a fire access lane, located approximately 1,400' south of Walnut Avenue. The project calls for a localized pavement reconstruction at the Northbound # 3 lane and the Southbound # 1 lane; this alternative also includes a full width 2" grind, and a 2" AC leveling course and 2" ARHM overlay. The project also entails the removal and replacement of the existing median shed gutter with a standard 8" median curb and the incorporation of landscaping improvements throughout the project limits.

Bristow Park Neighborhood Rehabilitation Project (CDBG): City of Commerce

Majdi is the Principal-In-Charge on this project, providing the City of Commerce design engineering and construction management services. The Bristow Neighborhood is constricted by the I-5 Freeway to the north, BNSF Railroad to the south, the City of Los Angeles Boundary to the west and Bristow Park to the east. A careful analysis of project costs and benefits was conducted in order to aid the City in the pavement rehabilitation alternative choice. Based on City recommendations, the project rehabilitation methods will include grind and overlay, slurry, and total reconstruction coupled with localized patching and parkway improvements throughout the neighborhood. Due to its proximity to the I-5 & I-710 Freeways, coordinating closely with Caltrans was essential.

Residential Area 7 & Arterial Zone 5 Road Maintenance project: City of Diamond Bar

Majdi was the Principal-In-Charge on this project, providing the City of Diamond Bar with design engineering services. The limits of this project include a total of 19.5 centerline miles of residential, collector and arterial streets. The scope of work included rehabilitation of the roadway using primarily slurry seal and chip seal methods.



Phase 1 & 2 Watermain Replacement Project: City of Norwalk

Majdi was the Principal-In-Charge on this project in the City of Norwalk. The scope of work included the design and construction of a water main replacement system. Phase 1 spanned between Alondra Boulevard To 166th Street and various other streets and included the Installation of 4,512 feet of 8" DIP pipe, 27 gate valves, 125 new house meters with re-connections and the repaving and capping of all excavated areas. Phase 2 included 6,200 feet of 8" DIP water main replacement between Elmhurst Drive and Harvard Drive as well as Gridley Road and Gard Avenue.

Irvine Center Drive Pavement Rehabilitation Project: City of Irvine

Majdi Ataya was the Principal-In-Charge on this project, providing engineering services for street improvement plans, specifications, and construction cost estimates (PS&E). The project consisted of approximately 1.5 miles of roadway and median improvements on Irvine Center Drive from Jeffrey Road to Culver Drive. Irvine Center Drive is a major through fair in the City of Irvine and is an arterial 6 lane roadway with a raised and landscaped median. The design phase included the full depth reconstruction or grind and overlay of the entire roadway as well as the removal and replacement of curb, gutter, sidewalk, medians and landscaping and replacing access ramps in compliance with ADA regulations. The design required the extensive coordination of utility companies in order to ensure full approval and compliance of all proposed improvements.

Las Palomas Drive Street Reconstruction Project: City of La Habra Heights

Majdi Ataya was the Principal-in-Charge to provide design, construction management and inspection services on this project funded with State Prop 1B funds. The work included preparing plans, specifications and engineers estimate to Reconstruct 2,550 lineal feet of Las Palomas Drive between West Road and El Cajonita Drive. During the Design Phase, many variables had to be addressed including current grades, crown heights and cross slopes, the impacts on surface grades and elevations for each of the rehabilitation alternatives. Balancing the costs and benefits required consideration of numerous alternative methods of construction. It was concluded that for this project, the best cost benefit would be to lime-treat the roadbed by first pulverizing the existing roadway to 8 inches below existing elevations, re-grading roadbed to 4 inches below finish elevations, mix a 10 inch thick stabilized lime-treated layer, and then place 4 inches of asphalt concrete. The project also included drainage improvements to include a new 36 inch storm drain line and corresponding catch basins, replacing curbs and block walls.

Hacienda Road & East Road Stimulus Project: City of La Habra Heights

Majdi Ataya was the Principal-In-Charge on this federally funded project. The project included providing design services and the construction management and inspection for this street rehabilitation project. The project limits cover 4.16 miles of roadway, covering Hacienda Road from the North City limits to Avocado Crest and East Road from Hacienda Road to Fullerton Road. In addition to the rehabilitation of the roadways, the project included the restoration of street shoulder, hazard elimination, and incidental drainage improvement to protect the street from erosion. The design was successfully completed and included preparing the Plans, Specification and Engineer's Estimate and all necessary pre-bid documents.



David Sloan, EIT- Engineer/Coordinator

☆☆☆☆☆☆☆☆

Qualifications:

- BS Civil Engineering,
USC
- BS Physical Science,
Biola
- Chi Epsilon & Tau Beta
Pi Honor Society

☆☆☆☆☆☆☆☆

David plays a critical role in each of our design projects by managing all CAD data. David received his first degree in Civil Engineering from USC and was inducted into both Chi-Epsilon and Tau-Beta-Pi Engineering Honor Societies. David is fully versed in both the modern AutoCAD Civil3D design software as well as the AutoCAD Land Desktop platform for design of roadway rehabilitations. During his time at Onward Engineering David has performed detailed designs on arterial roadways, conducted utility coordination for major relocations on high profile projects and assisted in coordination and project management efforts on many projects.

Rosini Neighborhood Rehabilitation Project: Commerce, CA

David was the Engineer & Project Coordinator for this project which provided design services to the City of Commerce. The Rosini Neighborhood Project is a Community Development Block Grant (CDBG) project and required familiarity with CDBG contract compliance and labor relations contract compliance. The project encompasses approximately 9,050 L.F. of streets & sidewalk rehabilitation. A comprehensive survey of the existing sidewalk and ramp conditions were conducted and repairs and new portions of sidewalk were designed. Onward Engineering was responsible for incorporating ADA curb ramp analysis and design, and curb, gutter and sidewalk replacements and provided recommendations.

Foster Road Rehabilitation Project: La Mirada, CA

David acted as a Engineer for this roadway rehabilitation project planned to be constructed with ARRA stimulus funds. The project required a quick turnaround for a 1.5 mile rehabilitation design of Foster Road which included PCC repairs, ADA ramp design analysis and roadway striping. Foster road, being a multi lane collector street required careful analysis of existing striping to ensure a successful construction project.

Culver Drive Pavement Rehabilitation Project: Irvine, CA

David is a Engineer and Project Coordinator on this project to provide design engineering services to the City of Irvine. The proposed project limits are on Culver Drive from the north railroad tracks to Walnut Avenue. David's principal responsibility is the preparation of street improvement plans, specifications and construction cost estimates (PS&E). The limits on Culver Drive maintain a continuous landscaped median, except at a fire access lane, located approximately 1,400' south of Walnut Avenue. The project calls for a localized pavement reconstruction at the Northbound # 3 lane and the Southbound # 1 lane; this alternative also includes a full width 2" grind, and a 2" AC leveling course and 2" ARHM overlay. The project also entails the removal and replacement of the existing median shed gutter with a standard 8" median curb and the incorporation of landscaping improvements throughout the project limits.



Rosewood Neighborhood Rehabilitation Project: Commerce, CA

David was the Engineer and Project Coordinator for this project which provided design and construction management services to the City of Commerce. The Rosewood Neighborhood Project is a Community Development Block Grant (CDBG) project and required familiarity with CDBG contract compliance and labor relations contract compliance. The project encompasses a total of approximately 5,125 Linear Feet of collector street & sidewalk rehabilitation. A comprehensive survey of the existing sidewalk and ramp conditions were conducted and repairs and new portions of sidewalk were designed. Specifications included sidewalk and ADA curb ramp analysis and design, and curb and gutter improvements, striping, signage replacement, street resurfacing and/or reconstruction. All of the roadways require cold-milling and pavement replacement.

ARRA Hacienda & East Road Project: La Habra Heights, CA

David acted as the Engineer & Project Coordinator on this ARRA Funded project which included providing design and construction management and inspection services for a rehabilitation project in La Habra Heights. This project included the rehabilitation of roadway, restoration of street shoulder & walkways, analysis of any existing curb ramps, hazard elimination & incidental drainage improvement to protect from street erosion. Project included 4.16 miles of roadway.

Red Hill Avenue Rehabilitation Project: Irvine CA

David acted as the Engineer & Project Coordinator for this project that included street resurfacing and reconstruction as well as curb and gutter and sidewalk and curb ramp replacement. Due to stringent Irvine ADA regulations, ADA ramps were photographed, annotated and specifically designed for ADA compliance. The primary area of work was in the project coordination and research phases for the design of the project.

Las Palomas Drive Street Reconstruction Project: La Habra Heights, CA

David acted as a Engineer for this project that provided design and construction management services funded with Prop 1B. This included preparing plans, specifications and engineers estimate to Reconstruct 2,550 linear feet of Las Palomas Drive between West Road and El Cajonita Drive. The reconstruction included pulverizing asphalt, lime treating the base, drainage improvements, replacing curbs, and ensuring ADA compliance at all access ramps and walkways.

Bay Street Alley Reconstruction Project (CDBG): Costa Mesa, CA

David was the Project Coordinator responsible for design engineering on this Alley Reconstruction Project. This project was funded by the Community Development Block Grant (CDBG). Scope of work included reconstructing Bay Street Alley from Parsons Street to Ford Road.

Bus Shelter Replacement Project: Norwalk Transit, CA

Dave is the Engineer on this ARRA funded project for the City of Norwalk Transit Department which includes providing construction management and inspection services for Bus Shelter Replacements. This project entails Tier 2 upgrades to bus stops at 19 locations. These upgrades include I-Stop signs, bench, trash receptacle, kaleidoscope bus shelters and solar powered lighting. The project also includes modifications and adjustments at three (3) other locations.



Sam Cruz, PE- Engineer

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Qualifications:

- BS Civil Engineering,
Pangasinan Philippines
 - RCE in Philippines
22488
 - UC Riverside Hydrology
Applications Seminar
- ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Sam has the experience necessary to carry out the responsibilities of Engineer. His experience includes a variety of Public Works projects including roadway, waterline, sewer and storm drain projects as well as experience working on street design, street maintenance & pavement management projects. An added benefit is Sam's knowledge of the "Greenbook," County Standards and Caltrans Standard Specifications and Plans. Sam is proactive in identifying potential obstacles before they occur. Sam has worked with our proposed staff on a number of similar projects.

State Road 79 South Reconstruction Project: City of Temecula

Sam acted as Engineer for this project and assisted in the design of the PS&E. The project limits for these projects extend over 25 miles and included widening and reconstruction of the roadways to ultimate street width with curb and gutter, sidewalk & ADA curb ramps, traffic signal construction, raised median, striping, utilities relocation, & drainage improvements.

Red Hill Avenue Pavement Rehabilitation Project: City of Irvine

Sam was the Engineer on this project that included street improvement plan and profile, striping and signing plans, traffic control and phasing plans and detour plans as well as construction specifications and estimates. The project consisted of approximately $\frac{3}{4}$ mile of roadway rehabilitation on Red Hill Avenue from Deer Avenue to Reynolds Avenue. Red Hill Avenue is a major arterial 6 lane roadway that runs parallel to the State Route 55 Freeway and serves as an alternate route for commuters on the freeway. The design included varying locations of mill and overlay or full depth reconstruction and the removal and replacement of curb, gutter, sidewalk and access ramps in compliance with ADA regulations.

Day St. Street Improvements: City of Moreno Valley

Sam assisted with the preparation of a Project Report for the complete horizontal and vertical reconstruction of one half of a mile of major city roadway. The Project Report investigated several concepts including ultimate and interim roadway improvements at various design speeds. Each studied variation included analysis of potential impacts to fronting properties, earthwork, right of way costs, construction costs, environmental concerns, and utility impacts.

Street Improvement Program (SIP) for Five Streets: City of Moreno Valley

Sam acted as Engineer for this project and prepared Plans, Specifications, and Estimate for the reconstruction of five deteriorated residential streets with a standard pavement typical section. Design focused on cost savings while maintaining existing drainage and minimizing impacts to improvements on private property. Analysis included a survey of Curb, sidewalk & ADA Curb Ramps to ensure compliance of the pedestrian walkways.



Ruel Ituralde, PE- Engineer

★ ★ ★ ★ ★ ★ ★ ★ ★ ★
Qualifications:

- Engineering Management for Construction, 1987
- University of California Los Angeles
- Bachelor of Science in Civil Engineering
- Bachelor of Science in Environmental and Sanitary Engineering
- Registered Civil Engineer No. 51580, State of California
- American Society of Civil Engineers (ASCE)

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Ruel Ituralde has more than 25 years of civil engineering design, detailed engineering and project management experience. Ruel's recent 12 years of professional experience involves extensive public works and rail transportation projects. Ruel served in different capacities from Design Engineer to Project Manager responsible for numerous highway engineering, dam and water resource engineering, and right-of-way engineering. He was involved in public and private development projects ranging from street improvement, highway & freeway design, grading and drainage, water supply, utilities, parking facilities, taxiway improvement, light rail and heavy rail facilities, to prison facilities and similar projects. He has implemented quality control and quality assurance procedures and project controls (progress report, schedules and cost status) with the aid of computer programs and schedule tracking softwares.

Heacock and Frederick and Pigeon Pass Road Reconstruction, City of Moreno Valley:

Served as Engineer for the preparation of Plans, and quantities for the reconstruction of the paving and widening of Heacock Street from Gention to Poppystone and the reconstruction of Frederick /Pigeon Pass from Sunnymead Boulevard to Hemlock Avenue, through the S.R. 60 Interchange. Project requires coordination with Caltrans.

Street Improvements for Day Street, Moreno Valley:

Ruel served as Engineer and staff supervisor for the preparation of the street design including offsite improvements residential fences, driveways, walkways, retaining walls, & drainage facilities. The project ranged from Alessandro Blvd. to Cottonwood Ave.

City and Redevelopment Agency Capital Improvement Projects, City of Industry, CA - Engineer on various improvement projects including streets (new, rehabilitation and reconstruction), sewer, storm drain, reclaimed water, site development/improvement (parking areas, hotel facilities, industrial, commercial and golf courses). Task includes preparation of plans, specifications, estimates and complete bid document packages.

Long Beach Boulevard Improvements, City of Lynwood:

The scope of work on this project included design and construction management of street widening and median installation, including upgrading of existing water mains, sewer lines and street lighting. Project divided into three (3) phases - Phase I and Phase IIA funded by the City fund and Phase IIB funded by FAU fund. Limit of project improvements were from Lynwood Rd. to Orchard Ave.

Fwy 10 Haven Ave Interchange /Freeway 101 Valley Circle Interchange, DOT, District 7:

Project entailed upgrade of existing freeway interchanges including widening of existing freeway, realignment and construction of new on and off ramps, relocation of existing utilities, grading, soundwall, right-of-way, and local street improvements. Ruel was the Engineer in the preparation of plans, specifications and estimate related to civil and utilities engineering.



Omar A. Sanchez, EIT- Engineer

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Qualifications:

- BS Civil Engineering,
Cal Poly Pomona
- Advanced Bridge
Engineering Courses
- ASCE Member

★ ★ ★ ★ ★ ★ ★ ★ ★ ★

Omar has been continuously increasing his skills and has become an effective Engineer. Omar has experience working with AutoCAD and works efficiently and accurately. Above and beyond Omar's understanding of design standards and regulations, he is extremely knowledgeable and versatile in the digital design arena. Harnessing the full extent of modern software and his understanding of the industry, Omar uses his past experience in performing estimating for a General Contractor to understand the constructability of CIP projects. Omar believes in proper communication and is a team player.

Residential Area 7 & Arterial Zone 5 Road Maintenance project: City of Diamond Bar

Omar was an Engineer providing the City of Diamond Bar with design engineering services on their Area 7 and Arterial Zone 5 Road Maintenance Project. The limits of this project include a total of 19.5 centerline miles of residential, collector and arterial streets. The scope of work included rehabilitation of the roadway using primarily slurry seal and chip seal methods. In areas of extreme degradation, an asphalt overlay or full width grind and replacement, was recommended depending.

Area 5 Street Resurfacing Project: City of Walnut

Omar evaluated streets with Project Manager in Area 5, City of Walnut, for consideration of street resurfacing with a \$1 million dollar budget. The project consisted of utility coordination, field work, thin grind and overlay, installation of geotextile fabric, deep dig outs, installation of thermoplastic striping, raising of manholes and water valves, and installation of pavement markers. Coordination with the schools in the vicinity was done to perform construction on less busy school days. Material submittals from the Contractor were reviewed for approval.

Pavement Management Program: City of Temple City

Omar was the Engineer on this project and he assisted in the preparation of pavement management report for the City of Temple City using MTC StreetSaver software. The inspectors collected sample distress evaluations of each street in the City, and the data was entered into StreetSaver software. Pavement Condition Index calculations and budget scenarios for the road network were tabulated. The project involved collecting distress areas from samples in arterials, collectors, residential, and alleys to calculate needs and the type of maintenance required to optimize the road network.

Benton Avenue Street Widening Project: City of La Verne

Omar served as the Engineer and provided construction support on this project in the City of La Verne. This \$275,000 project involved widening of a 700 lineal feet street to relieve traffic congestion to a school and residents in a residential zone. The scope of work involved land acquisition, street rehabilitation, utility relocations, installation of utility stubs, street lighting, new sidewalk, curb and gutter, and joining to adjacent existing residential streets.



AEI-CASC LAND SURVEYING

The AEI-CASC Survey & Mapping Division provides a wide range of field and office surveying services to facilitate projects through all phases of development, from initial boundary research to monument surveys; from topographic mapping to legal descriptions and mapping; from construction staking to inspection services. AEI-CASC is dedicated to providing highly skilled field crews & state-of-the-art equipment to deliver successful projects.

RICK FURLONG, P.L.S.

EDUCATION

- Local 12 Apprenticeship & Party Chief Program at Rancho Santiago College

REGISTRATION

- Professional Land Surveyor/California/8422

Richard Furlong is the Survey and Mapping Manager for AEI-CASC. He is an accomplished professional surveyor with over 25 years of surveying experience in Southern California. Mr. Furlong is a registered professional land surveyor in California. Mr. Furlong has a broad survey background including design surveys, construction staking, hydrographic, topographic mapping, boundary surveys, parcel mapping, records of survey, and cadastral surveys. He has served as project manager for various design and construction projects and on-call surveying services for the public and private sectors. He is very knowledgeable with the surveying and mapping standards of the various municipal agencies and Caltrans. His extensive work for a variety of public agencies and private owners gives him insight into conditions that may affect scheduling, costs, & contractual procedures.

Peacock and Frederick and Pigeon Pass Road Reconstruction City of Moreno Valley, CA: Supervised the topographic survey and mapping of two streets, each over one thousand feet long, with Frederick Street a busy commercial arterial within the limits of the State Route 60 interchange.

Armstrong Road Beautification Riverside County EDA, CA: Supervised the Topographic survey and mapping for 5300 feet of Armstrong Road and approximately 9700 feet of neighboring residential streets for street improvement design.

Yucaipa Boulevard, Yucaipa, CA - Responsible for directing the survey and mapping of 2 miles of street widening of Yucaipa Boulevard from 13th Street to 5th Street. Survey included full street cross sections at 50-foot intervals, culture, and aerial targeting.

Little Mountain and 48th Street Reconstruction San Bernardino, CA: Field Supervisor for the topographic survey & mapping of the intersection of Little Mountain & 48th Street.

Central Avenue Widening, Riverside, CA: Field Supervisor for all topographic survey, cross sections, and mapping of approximately 8,000 LF of roadway, from Van Buren Blvd. to Essex St.

Sixth Street Pavement Rehabilitation - San Bernardino, California: Field Supervisor for all field topographic survey, cross sections and mapping of Sixth Street from "E" Street to Arrowhead Ave.

Hwy 101, between I-10 and Hwy 60 (District 7) – California: Mr. Furlong supervised and directed the field work necessary for laying out the proposed sound walls for this project.

Winchester Bridge Overcrossing at I-15 (District 8) – Mr. Furlong performed construction survey work for this bridge project in the City of Temecula.



CITY OF TORRANCE
FEE PROPOSAL TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE
RESIDENTIAL STREET REHABILITATION, I-94 PROJECT
(AREA A, AREA C & CITY WIDE CROSS GUTTER IMPROVEMENTS)



TASK	PROJECT MANAGER		ENGINEER		ADMINISTRATIVE		SUB. CONSULT.	TOTAL BY TASK	
	HOURS	\$	HOURS	\$	HOURS	\$		HOURS	\$
Task 1: PRELIMINARY DESIGN PHASE									
1 Projec Kick Off Meeting	2	250	2	150	2	100		6	500
2 Research & Review Data	1	125	4	300	8	400		13	825
3 Site Evaluation	16	2,000	80	6,000	40	2,000		136	10,000
Task 1 Sub-Total	19	2,375	86	6,450	50	2,500		155	11,325
Task 2: PRELIMINARY SURVEY, STUDIES AND COORDINATION PHASE									
1 Design Topographic Survey	2	250	0	-	0	-	62,500	2	62,750
2 Utility Research and Notification	4	500	8	600	16	800		28	1,900
3 Utility Potholing	2	250	2	150	0	-		4	400
4 Utility Coordination	6	750	8	600	12	600		26	1,950
5 Base Sheets	8	1,000	80	6,000	0	-		88	7,000
6 Pavement Evaluation Review/Design	12	1,500	40	3,000	0	-		52	4,500
7 Traffic Index Calculations	8	1,000	16	1,200	0	-		24	2,200
Task 2 Sub-Total	42	5,250	154	11,550	28	1,400	62,500	224	80,700
Task 3: PLAN AND PROFILE PHASE									
1 30%, 60% and 90% plan submittal	80	10,000	424	31,800	0	-		504	41,800
2 Quantity Calculation and Cost Estimate	20	2,500	40	3,000	0	-		60	5,500
3 Project Specifications	30	3,750	20	1,500	20	1,000		70	6,250
4 100% Submittal of PS&E	4	500	8	600	12	600		24	1,700
5 Final Submittal	2	250	4	300	4	200		10	750
6 Project Management and Meetings	30	3,750	20	1,500	0	-		50	5,250
7 Bid and Construction Support	2	250	2	150	0	-		4	400
8 Survey Monuments Preservation and Restoration									
8.1) Pre-construction Monumentation (\$485/Monument - Assumes 35)	0	-	2	150	0	-	16,975	2	17,125
8.2) Post-Construction Monumentation (\$485/Monument - Assumes 35)	0	-	2	150	0	-	16,975	2	17,125
9 Reimbursable Expenses						5,000		0	5,000
Task 3 Sub-Total	168	21,000	522	39,150	36	6,800	33,950	726	100,900



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TASK	PROJECT MANAGER		ENGINEER		ADMINISTRATIVE		SUB. CONSULT.	TOTAL BY TASK
	\$125	\$75	\$75	\$50				
TASK	PROJECT MANAGER		ENGINEER		ADMINISTRATIVE		SUBS.	TOTAL BY TASK
	\$125	\$75	\$75	\$50				
ALTERNATE ITEMS:								
A1 Area A Community Coordination	8	1,000	24	1,800	0	-	-	2,800
A2 Potholing (\$1,200/Pothole - 4 Min)	0	-	0	-	0	-	4,800	4,800