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

Members of the Council:

SUBJECT: Public Works – Appropriate funds and Approve Sixth Amendment to Consulting Services Agreement for Van Ness Avenue Water Wells and Transmission Mains, L-145. Expenditure: $145,000 (Non-General Fund)

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Appropriate $200,000 from the Water Enterprise Fund Balance to the Van Ness Avenue Water Wells and Transmission Mains, L-145 for a new total project budget of $1,932,578.45; and
2. Approve a sixth amendment to the consulting services agreement with Quantum Quality Consulting Inc., of Torrance, CA (C2014-046), in the amount of $145,000 for a new not-to-exceed amount of $429,710 to provide additional design services and to extend the agreement term to June 30, 2020.

Funding

Funding is available from the Water Enterprise Fund Balance.

BACKGROUND

The Van Ness Well Field Project will drill three drinking water wells (Nos 12, 13 and 14) at sites off Van Ness Avenue north of the 405 Freeway and build a transmission main to convey that water to the existing Border Avenue Facility located just north of Plaza Del Amo.

On April 8, 2014 City Council approved an agreement in the amount of $122,600 with Quantum Quality Consulting Inc., (Quantum) for design of the Van Ness Avenue Water Wells and Transmission Mains, Phase I, and La Carretera Park modifications, L-145.
The City Council has approved five previous amendments to the Quantum agreement. Addendum No. 1 provided $20,780 for services related to the California Environmental Quality Act (CEQA). Addendum No. 2 provided $11,595 to separate out and construct the Purche Avenue Storm Drain needed for Well No. 12 development. The third amendment extended the term by two years due to delays with permitting the project through the State Department of Drinking Water. The fourth amendment was approved by City Council to add Well No. 14 at Descanso Park for an additional $129,735. A fifth amendment was approved to extend the term of the contract to April 7, 2019 to provide a time extension to complete design.

ANALYSIS

The original design contract with Quantum included preparation of plans and specifications to construct a steel pipe transmission main. High Density Polyethylene (HDPE) pipe was to be included as a bid alternate. HDPE pipe is a plastic pipe that has become a viable alternative to metal pipes. HDPE pipe has the benefits of being less expensive than steel pipe, easier to construct and has satisfactory performance characteristics. Previously, Quantum completed the plans and specifications reflecting steel pipes. Subsequently, the City elected to change to HDPE pipe requiring the plans and specifications to be revised accordingly. Additionally, City standard specifications provided to Quantum in 2014 required revisions to address current technical and administrative standards. Addendum No. 6, will provide compensation to Quantum to make the revisions to the plans and specifications, and extend the agreement term to June 30, 2020. It should be noted that the negotiations for the design changes started before the contract expired in April 2019, but were not completed until October 2019.

The currently adopted project budget for the I-145 Project is $1,732,578.45 and the total expenses (design and construction) to date are $1,716,922.29, leaving a budget balance of $15,656.16. An additional appropriation in the amount of $200,000 is recommended from the Water Enterprise Fund Balance to the I-145 project to provide funding for recommended Amendment No. 6 ($145,000) and the remainder of funding for in-house project management costs.

| Appropriations to date for I-145 | $1,732,578.45 |
| Expenses/encumbrances to date | $1,716,922.29 |
| Current available balance | $ 15,656.16 |
| Recommended appropriation | $ 200,000.00 |
| Balance after recommended appropriation | $ 215,656.16 |
| Recommended Amendment No. 6 | $ 145,000.00 |
| Balance for project management | $ 70,656.16 |
The recommended Amendment #6 would also extend the agreement term to June 30, 2020.

Respectfully submitted,

Craig Bilezerian
Public Works Director

By John Dettle
Engineering Manager

CONCUR:

Craig Bilezerian
Public Works Director

LeRoy Jackson
City Manager

Attachments: A. Location Map
B. Sixth Amendment to Agreement C2014-046
C. Fifth Amendment to Agreement C2014-046
D. Fourth Amendment to Agreement C2014-046
E. Third Amendment to Agreement C2014-046
F. Second Amendment to Agreement C2014-046
G. First Amendment to Agreement C2014-046
H. Agreement C2014-046
CITY OF TORRANCE VAN NESS WELL FIELD
PROJECT CIP No. I-145

PROJECT LOCATIONS:
• ON ARTESIA BLVD TO 182ND
• ON 182ND, PURCHASE TO VAN NESS
• ON PURCHASE, 185TH TO 182ND
• ON 185TH, END TO VAN NESS
• ON VAN NESS, 185TH TO TORRANCE
• ON 185TH, VAN NESS TO TAYLOR
• ON CARRILLO, TORRANCE TO 213TH
• ON BORDER, 213TH TO PLAZA DEL AMO

LEGEND
DISCHARGE LINE
RAW WATER LINE

Attachment A
SIXTH AMENDMENT TO CONSULTING SERVICES AGREEMENT
(C2014-046)

This Sixth Amendment to Consulting Services Agreement C2014-046 is made and entered into as of October 15, 2019, by and between the CITY OF TORRANCE ("CITY"), a municipal corporation, and Quantum Quality Consulting Inc., a California corporation ("CONSULTANT").

RECITALS:

A. On April 8, 2014, CITY and CONSULTANT entered into a Consulting Services Agreement C2014-046 (the "Agreement") for a not to exceed amount of $122,600, whereby CONSULTANT agreed to provide for the design of the Van Ness Avenue Water Wells and Transmission Mains, Phase 1, and La Carretera Park modifications, CIP I-145.

B. CITY and CONSULTANT agreed to amend the Agreement (First Amendment) as of December 2, 2014 to increase the Consultant’s fee by $20,780 for a new not to exceed amount of $143,380 for California Environmental Quality Act (CEQA) Services for the Van Ness Avenue Water Wells and Transmission Mains.

C. CITY and CONSULTANT agreed to amend the Agreement (Second Amendment) as of October 13, 2015 to increase the Consultant’s fee by $11,595 for a new not to exceed amount of $154,975 for additional design services to extract the 185th Street and Purche Avenue storm drain design portion of the project and prepare it as a separate project for bidding and construction, prior to construction of the Van Ness Avenue Water Wells and Transmission Mains.

D. CITY and CONSULTANT agreed to a Third Amendment on May 3, 2016 to extend the Consulting Services Agreement Term two years from the Effective Date to April 7, 2018 to allow adequate time to complete the services.

E. CITY and CONSULTANT agreed to a Fourth Amendment on February 7, 2017 to increase the Consultant’s fee by $129,735 for a new not to exceed amount of $284,710 for additional design services to extend the transmission main to Descanso Park for an additional well, provide modifications to Descanso Park and provide an additional storm drain line and update the CEQA documents for the additional well.

F. CITY and CONSULTANT agreed to a Fifth Amendment on April 24, 2018 to extend the Agreement Term to April 7, 2019 to provide time to complete the CEQA process and permitting.
G. CITY and CONSULTANT agree to amend the Consulting Services Agreement to increase the Consultant's fee by $145,000 for a new not to exceed amount of $429,710 for additional design services and extend the Term to June 30, 2020 to provide time to complete the contract documents.

AGREEMENT:

1. Paragraph 1, entitled "SERVICES TO BE PERFORMED BY CONSULTANT" is amended to read in its entirety as follows:

   "1. SERVICES TO BE PERFORMED BY CONSULTANT
   CONSULTANT will provide the services listed in the Proposal attached to this Amendment as Exhibit 1. CONSULTANT warrants that all work and services set forth in the Scope of Work will be performed in a competent, professional and satisfactory manner."

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

   "For services rendered pursuant to this agreement, CONSULTANT will be paid in accordance with the Proposal attached as Exhibit 1 to this Amendment provided however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by the original agreement and amendments exceed the sum of $429,710 ("Agreement Sum"), unless otherwise first approved in writing by City."

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

   "2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2020."
4. In all other respects, the Agreement entered into as of April 8, 2014 and Amendments to the Agreement between the CITY and CONSULTANT are ratified and reaffirmed and are in full force and effect.

CITY OF TORRANCE,  
a municipal corporation

By: _______________________  
    Patrick J. Furey, Mayor

QUANTUM QUALITY CONSULTING, INC.,  
a California corporation

By: _______________________  
    Frank Bigdeli, P.E.

ATTEST:

By: _______________________  
    Rebecca Poirier, City Clerk

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

By: _______________________  
    Tatia Y. Strader, Assistant City Attorney
October 9, 2019

Mr. Craig Bilezerian, P.E.
Public Works Director/City Engineer
Public Works Department
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503

RE: Van Ness Watermain Design Services
6th Contract Amendment

Dear Mr. Bilezerian,

In accordance with recent meetings, we are providing this proposal to complete our portion of the project.

Quantum Quality Consulting, Inc. (hereinafter “Quantum”) agrees to accept $145,000 to complete its portion of the project. The $145,000 is payable as follows:

- The City will pay Quantum $85,000 within three (3) weeks of the approval of the amendment by the City Council tentatively scheduled for October 15, 2019. Attached is Quantum’s invoice in the amount of $85,000.

- The City will pay the remaining $60,000 to Quantum upon completion of Tasks (i), (ii), (iii), and (iv), as shown on page 2 of this letter and in accordance with the terms and conditions set forth below.

Quantum has already revised the Plans & Specifications (P&S) per the comments provided to them on January 31, 2019 meeting with City’s project manager. The revisions incorporate revisions due to pipe material change and related impacts to various plans and details as well as the revisions to the specifications related to casing and jacking methods for construction.

Within three weeks of the City’s Councils’ approval of amendment number 6, Quantum will deliver the 100% P&S. The current design is in accordance with good Civil Engineering practices. The P&S will be marked “PRELIMINARY”.

The City will review the plans & specifications within three weeks of the date of submission. The City’s review is for errors or omissions and not to make any further changes to the methodology or other global engineering of the work. In the event, the City envisions additional methodology changes or other revisions, an agreed budget to accommodate the changes at current rates would be required and an
additional amendment to the contract would be required prior to commencing the additional methodology changes or revisions. Since Quantum already provided the City with an estimate for use in the funding process, the City does not require any further project estimate.

After necessary correction of any minor items in the drawings and specifications are completed, Quantum is responsible to provide documents to be resubmitted for final approval.

Specifically, Quantum will provide all of the following items:

i) Signed Mylars;
ii) A complete printed set of the entire specifications document, including Appendices;
iii) The electronic AutoCAD version of any and all drawing files; and
iv) The electronic WORD version of any and all specifications documents.

On approval of the final plans and specifications by the City, the plans would be signed by Quantum.

The Caltrans submittal task will be deleted from the contract via the amendment. City will perform this work.

The Union Pacific Railroad task which includes permit efforts will be deleted from the contract via the amendment. The City will perform this work and take care of any fees required.

The City is informed and believes that Quantum already submitted plans to Los Angeles County. Quantum is to either confirm or deny this fact. Irrespective of whether Quantum has or has not submitted the plans to the County, any further permitting tasks/efforts and fees related to the application for connection to the County storm drain in Casimir just south of Artesia will be performed by and paid for by the City. The City will negotiate the connection conditions, if necessary, and will provide the fees. The City will be solely responsible to work out the plan for the conditions for the connection and to pay the fees required.

The City will not require Quantum to obtain a permit for the connection of the new drain to the storm drain in Border Ave. The City will not task Quantum to perform this work.

As indicated above, any and all tasks/efforts required to secure permits with Caltrans, the railroads, the County and any other agency will be performed solely by the City. Quantum will not be required to perform any work with regards to permitting the project. The City will attend any and all meetings including, but not limited to, meetings with the Caltrans and the County in order to secure the required permits. The City does not require Quantum to do any of this work or attend any meetings for permits.
The City and Quantum will work together to create a workable timeline to complete the design of the project. Upon completion of the design, Quantum is no released from any involvement with any aspects of the project.

As confirmed in prior statements by the City's staff, the City is aware of and has also made Quantum aware of all updated changes to utilities and other features since the topographic survey and utility research were initially preformed and no further changes will need to be made to the plans.

Should you have any questions or comments please do not hesitate to contact us at your convenience.

Sincerely,

Frank Bigdeli, P.E.
FIFTH AMENDMENT TO CONSULTING SERVICES AGREEMENT
(C2014-046)

This Fifth Amendment to Consulting Services Agreement C2014-046 is made and entered into as of April 24, 2018, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and Quantum Quality Consulting Inc., a California corporation ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into a Consulting Services Agreement C2014-046 (the "Agreement") as of April 8, 2014 for a not to exceed amount of $122,600, whereby CONSULTANT agreed to provide for the design of the Van Ness Avenue Water Wells and Transmission Mains, Phase 1, and La Carretera Park modifications, CIP I-145.

B. CITY and CONSULTANT agreed to amend the Agreement (First Amendment) as of December 2, 2014 to increase the Consultant's fee by $20,780 for a new not to exceed amount of $143,380 for California Environmental Quality Act (CEQA) Services for the Van Ness Avenue Water Wells and Transmission Mains.

C. CITY and CONSULTANT agreed to amend the Agreement (Second Amendment) as of October 13, 2015 to increase the Consultant's fee by $11,595 for a new not to exceed amount of $154,975 for additional design services to extract the 185th Street and Purche Avenue storm drain design portion of the project and prepare it as a separate project for bidding and construction, prior to construction of the Van Ness Avenue Water Wells and Transmission Mains.

D. CITY and CONSULTANT agreed to a Third Amendment on May 3, 2016 to extend the Consulting Services Agreement Term two years from the Effective Date to April 7, 2018 to allow adequate time to complete the services.

E. CITY and CONSULTANT agreed to a Fourth Amendment on February 7, 2017 to increase the Consultant's fee by $129,735 for a new not to exceed amount of $284,710 for additional design services to extend the transmission main to Descanso Park for an additional well, provide modifications to Descanso Park and provide an additional storm drain line and update the CEQA documents for the additional well.

F. CITY and CONSULTANT agree to extend the Consulting Services Agreement Term one year from April 7, 2018 to April 7, 2019 to provide time to complete the CEQA process and permitting.
AGREEMENT:

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

   "2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 7, 2019.
   
2. In all other respects, the Agreement entered into as of April 8, 2014 and Amendments to the Agreement, between the CITY and CONSULTANT are ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a municipal corporation

By: Patrick J. Purdy, Mayor

QUANTUM QUALITY CONSULTING, INC.,
a California corporation

By: Frank Bigdelli, P.E.

ATTEST:

By: Rebecca Poirier, City Clerk

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN
City Attorney

By: Della Thompson-Bell
Deputy City Attorney
FOURTH AMENDMENT TO CONSULTING SERVICES AGREEMENT
(C2014-046)

This fourth Amendment to Consulting Services Agreement C2014-046 is made and entered into as of February 7, 2017, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Quantum Quality Consulting Inc., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into a Consulting Services Agreement C2014-046 (the "Agreement") as of April 8, 2014 for a not to exceed amount of $122,600, whereby CONSULTANT agreed to provide for the design of the Van Ness Avenue Water Wells and Transmission Mains, Phase 1, and La Carretera Park modifications, CIP I-145.

B. CITY and CONSULTANT agreed to amend the Agreement (First Amendment) as of December 2, 2014 to increase the Consultant's fee by $20,780 for a new not to exceed amount of $143,380 for California Environmental Quality Act (CEQA) Services for the Van Ness Avenue Water Wells and Transmission Mains.

C. CITY and CONSULTANT agreed to amend the Agreement (Second Amendment) as of October 13, 2015 to increase the Consultant's fee by $11,595 for a new not to exceed amount of $154,975 for additional design services to extract the 185th Street and Purche Avenue storm drain design portion of the project and prepare it as a separate project for bidding and construction, prior to construction of the Van Ness Avenue Water Wells and Transmission Mains.

D. CITY and CONSULTANT agreed to a Third Amendment as of April 17, 2016 to extend the Consulting Services Agreement Term two years from the Effective Date through April 7, 2018 to allow adequate time to complete the services.

E. CITY and CONSULTANT have agreed to amend the Agreement to increase the Consultant's fee by $129,735 for a new not to exceed amount of $284,710 for additional design services to extend the transmission main to Descanso Park for an additional well, provide modifications to Descanso Park and provide an additional storm drain line and update the CEQA documents for the additional well.

AGREEMENT:

1. Paragraph 1, entitled SERVICE TO BE PERFORMED BY CONSULTANT is amended to read in its entirety as follows:

"1. SERVICES TO BE PERFORMED BY CONSULTANT
CONSULTANT will provide the services listed in the Scope of Work of the original Consulting Services Agreement C2014-046, Exhibit A, Exhibit A-1,
Exhibit A-2 and Exhibit A-3 attached to this Amendment. CONSULTANT warrants that all work and services set forth in the Scope of Work will be performed in a competent, professional and satisfactory manner. 

2. Paragraph 3.A, entitled CONSULTANT’S Fee, is amended to read in its entirety as follows:

“For services rendered pursuant to this agreement, CONSULTANT will be paid in accordance with the Compensation Schedule included as Exhibit B, Exhibit B-1, Exhibit B-2 and Exhibit B-3 attached to this Amendment provided however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by the original agreement and amendments exceed the sum of $284,710 ("Agreement Sum"), unless otherwise first approved in writing by City.”

3. In all other respects, the Agreement and Amendments entered between the CITY and CONSULTANT are ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE, a municipal corporation

By: Patrick J. P рей, Mayor

QUANTUM QUALITY CONSULTING, INC., a California Corporation

By: Frank Bigdeli, P.E.

ATTEST:

By: Rebecca Poirier, City Clerk

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

Exhibits: Exhibit A-3 – Scope of Services
Exhibit B-3 – Compensation Schedule

00110704.doc
The Scope of Work to Accomplish the Design is as Follows:

DESCANSO PARK MODIFICATIONS

The Descanso Park Modifications design is to include new equipment as requested and improvements as directed by the City.

TASK 1 - PRELIMINARY DESIGN

1. Initial Meeting
   a. At the predesign meeting for the park the project goals will be evaluated, including project constraints.
   b. Quantum will review design scope and parameters and define an initial scope to delineate the project requirements, the project budget and proposed plan of design.
   c. Quantum will provide a proposed schedule of work and will revise these items as necessary per our discussions.
   d. We will establish any separate lines of communication between Quantum and relevant staff related to the park.
   e. Quantum will establish any park related action items.
   f. Quantum will work with City Staff to confirm and finalize the proposed project work in the field and provide delineation of the limits of the work with the staff.
   g. Quantum will adjust/refine the project scope as-needed to meet the modifications requirements and maximize the use of funding.
   h. Quantum will record all “action items” and incorporate these in our design process.

2. Data Gathering
   a. The Quantum Team will obtain available Descanso Park irrigation records, plans and equipment data from the Public Works Department of the City of Torrance and based on the information will adjust design and work plan as necessary.
   b. Quantum will review existing irrigation, water, sewer and storm drain and utility plans and data in the possession of the City and will make copies of all drawings required for the design of the project.

3. Utility Research
   Quantum will perform a detailed utility search of utilities at the park:
   a. Our team will contact Underground Services Alert (USA) for an electronic record of all utilities registered within the park limits.
   b. We will send (with confirmation) preliminary notice to each utility advising them of the project and requesting utility information.
   c. We will send second utility notices including preliminary plans requesting that each utility verify locations of its facilities and identify any possible utility conflicts.
d. A third utility notice including final plans will be delivered to each utility for its information and coordination during construction.

e. Quantum will maintain a complete record of all utility contacts and responses and copy all correspondence to the City. A matrix of the record will be provided to the City.

4. Design Survey
a. Quantum will provide topographic field survey, as necessary, to establish horizontal and vertical control over the area of the project.

b. Our survey efforts will collect existing improvements within the park including utilities, park features, landscape, and other appurtenances as necessary including topography.

c. We will identify the locations and details of improvements.

d. We will locate any survey monuments or ties that may be affected by construction and verify tie outs.

5. Base Map Preparation
a. Base maps will be prepared by Quantum at a scale of 1"=20' or 1"=40' as required using information from Data Gathering and the survey.

b. The data will be plotted on a base map with the location of all improvements and utilities shown, including information obtained from the record documents and reflecting and revisions from USA and the utility search.

6. Pre-Design
a. The design team will examine improvement alternatives including costs of construction, utility requirements and impacts.

b. We will set up a pre-design meeting with the City to discuss the alternatives before preparation of the 50% completion plans.

7. Preliminary Plans (50%)

a. Upon receiving input from the City from the pre-design, the Quantum team will prepare Preliminary Plans (50%) with layout at 1"=20' scale and proposed modifications and equipment.

b. The 50% plans will include a title sheet in the City required format.

c. The 50% plans will include a complete layout of the park revisions.

8. The Quantum team will submit the 50% Preliminary Plans to the City

a. After sufficient time for the City to evaluate the submittal, we will meet with the City to review plan check comments and to obtain input.

b. We will revisit the site to determine constructability and to provide input for updating the submittal and preparation of final design.

**TASK 2 - FINAL DESIGN**

1. Using the input from the City on the 50% submittal, we will prepare the final plans and specifications. Any questions will be reviewed with the necessary City personnel. We will provide the construction plans including following drawings:
   - Title sheet
   - Plan sheets showing all equipment, courts, picnic areas and other areas (1"=20')
   - We will prepare details of each of the improvements at scales necessary to clearly show all necessary components (min 1"= 20').

2. We will prepare necessary supplemental provisions to the City's standard specifications, general provisions and bid documents.
   - The specifications will include a bid schedule in sufficient detail to assure evaluation of each portion of the work.
• Any standard drawings required will be provided in the City of Torrance or Standard Plans for Public Works Construction (SPPWC) format to match the required plans and specifications.

3. We will determine quantities and prepare an engineer's estimate of probable cost and a bid schedule in the same format based on the final plans and specifications.

4. We will prepare a 90% completion PS&E and submit to the City.

5. Upon review and a meeting on the 90% submittal, we will revise the plans and specifications and submit the 100% plans and specifications to the City for review.

• We will meet with City staff after the plan check review to accommodate the comments.

6. Upon final acceptance of the plans and Contract Documents, Quantum will submit "bid-ready" construction drawings in AutoCAD and in pdf format and full size Mylars (signed and stamped), and the "bid-ready" specifications and Bid Schedule on a flash drive and on paper (ready for reproduction).

7. During the design phase of the project, Quantum will meet with the City as required to maintain communication and to receive input from the City and to inform the City of the progress of the project design preparation.

WELL #14 IMPROVEMENTS
The design of the new Well #14 pipeline as a part of the Van Ness Water Wells Transmission Main and installation in the vicinity of the Purche Ave. Storm Drain will require new area topographic survey, pipe relocations, sewer main relocation, plan revisions to existing storm drain design and additions to the specifications, rework of the specifications, bid documents, proposal and bid schedule(s) to accommodate the additional project length, relocations, inclusion of force main by others and the additional park improvements.

TASK 1 - PRELIMINARY DESIGN

1. Initial Predesign Meeting
   a. At the pre-design meeting, the project goals will be evaluated, including project constraints.
   b. Quantum will review design criteria and parameters and define an initial scope to delineate the project requirements.
   c. Quantum will provide a proposed schedule of work and will revise these items as necessary per our discussions. We will prepare a project schedule showing each major task with other relevant project information.
   d. We will prepare and distribute meeting minutes with any action items.
   e. We will adjust/refine the project scope as-needed to meet the requirements.

2. Data Gathering
   a. Quantum will review existing survey records, street plans and existing water, sewer and storm drain and utility plans and maps in the possession of the City and make copies of those required for the design of the project.
   b. The Quantum team will receive the requirements from Honeywell and will prepare conceptual designs for the necessary location and pipeline. The team will work with the City and Honeywell to establish the necessary criteria for the new work.

3. Utility Research
   Quantum will perform a detailed utility search along the proposed alignment which will include but not be limited to:
   a. Our team will contact Underground Services Alert (USA) for an electronic record of all utilities registered within the project limits.
   b. We will send (with confirmation) preliminary notice to each utility advising them of the project and requesting utility information.
   c. We will send second utility notices including preliminary plans requesting that each utility verify locations of its facilities and identify any possible utility conflicts.
d. A third utility notice including final plans will be delivered to each utility for information and coordination during construction.

e. Quantum will maintain a complete record of all utility contacts and responses and copy all correspondence to the City. A matrix of the record will be provided to the City.

4. Potholing

a. Using the utility research, we will determine locations for utility potholing by the City to accurately locate the depth of existing parallel or crossing utilities, including service laterals that may impact the alignment of the proposed water main and drain.

5. Design Survey

a. Quantum will provide field survey to establish horizontal and vertical control over the length of the project including the area east of La Carretera Park as necessary.

b. The required topographic survey for the design will locate all features necessary to complete the design, including cross sections.

c. Quantum will, as a part of project development, prepare plans and process permits for Los Angeles County Flood Control District (LACFCD) connection.

d. Our survey efforts will collect cover rim elevations, "dip" manholes, vaults, and locate valves for all utilities located within project limits.

e. The data will be used to verify locations of all existing water valves, water meters, fire hydrants, and other appurtenances.

f. We will identify the locations and details of storm drain piping, catch basins and manholes.

g. We will locate any survey monuments or ties that may be affected by construction and verify tie outs. We will indicate these to assure protection and/or replacement as a part of the contract work.

6. Base Map Preparation

a. From our design, topographic survey, base maps at 1" = 40', will be prepared and will incorporate data from City records, County Information, utilities and records.

b. All utilities will be plotted on base maps. The location of utilities will be based on survey, marking by Underground Service Alert and information obtained from the record documents. Information from utilities and other records will be revised based on the survey and USA markings.

c. The design team will perform an initial job walk to identify conflicts and inconsistencies and will subsequently walk the alignment as the design progresses.

7. Selection of Alignment

a. Upon completion of our survey, the design team will evaluate alignment considering costs of construction, utility locations, impact on the public, Jurisdictional concerns and permit requirements. We will additionally evaluate access to adjacent properties and traffic control during construction.

b. Upon review and discussion with the City, we will prepare the 50% plan and profile sheets for submittal.

c. As noted, the size of water transmission main will be provided by the City.

d. The material proposed for the water transmission main will include steel CML&C and HDPE as bid alternates if requested.

e. For the design of the waste drain, Quantum will obtain well information from the City staff to properly size the new storm drain to accommodate the discharge from new Well No. 14.

f. Quantum use hydraulic information to size detention to alleviate surge to the existing new storm drain from Well No. 14.
8. We will prepare and submit Preliminary Plans (50%) including preliminary Traffic Control Plans. These will include:
   a. Title Sheet
   b. Plan and Profile sheets with alignments shown.
   c. Proposed connection to existing storm drain facilities.
   d. A preliminary construction phasing schedule will be included in this submittal.
   e. We will submit a draft of the proposed technical specifications in conformance with the Torrance boiler plate provided by the City.
   f. The Traffic Control Plans will be prepared in accordance with "MUTCD" and standard drawings of the City of Torrance.
   All plans, in conformance with City of Torrance Standards, will be prepared in AutoCAD on 24" x 36" Mylar sheets. Plan and profile base sheets will be prepared in 1" = 40' horizontal scale and 1" = 4' vertical scale.

9. Quantum will submit the 75% Plans including Traffic Control Plans.
   a. The updated Traffic Control Plans including segmented (phased) work areas will be submitted.
   b. We will submit required number of sets of full-size prints of the 75% plans and profile drawings and one draft of preliminary specifications and special provisions for City review. The specifications will be prepared in MS Word 2010. The preliminary drawings will be stamped and printed with "NOT FOR CONSTRUCTION" prominently on the drawings.
   c. After review of the plans and specifications by the City, Quantum will meet with City to receive the plan check comments and obtain input.
   d. Quantum will continue to make job walks of the proposed alignment to evaluate constructability issues. We will also visit the alignment with City personnel to obtain meter replacement data from the Water Operations Supervisor.

**TASK 2 – CEQA, DRAFT AIR, GHG, & NOISE STUDY, LOS ANGELES COUNTY FLOOD CONTROL PERMIT**

1. Quantum will prepare and submit plans for permits to the LACFCD. We will make all necessary revisions (subject to City approval) required to obtain the permit. The City will pay the permit fees.
2. We will base the required revised CEQA effort on the City providing a preliminary design configuration of the new well and pumping facilities which have negligible visual, line of sight, or other impacts (or a City statement indicating that there will be no impacts).
3. We will provide Draft Air Quality GHG Emissions & Acoustical Noise Study.

**TASK 3 - FINAL DESIGN**

1. After input of all corrections from the 75% submittal, we will finalize construction plans, traffic control plans and specifications. The construction plan set will incorporate the following drawings:
   - Title sheet
   - Plan and profile sheets
   - Details of intersections and connection details and miscellaneous details (1 "=20' min.)
2. Quantum will provide any necessary supplemental provisions to the City's standard specifications, general provisions and bid documents. Any standard drawing provided to the City will be in the format used by the City of Torrance or formatted per the Standard Plans for Public Works Construction (SPPWC) for inclusion in the specifications.
3. We will prepare an estimate of probable construction cost, with quantities, unit cost estimates and totals (in a format to match the bid schedule).
4. We will prepare a bid schedule using the estimate items and based on the final plans and specifications.
5. We will prepare and submit 90% completion level and 100% completion level plans and specifications to the City for review. As required, each submittal will consist of full-size prints and copies of the specifications.

6. After review by the City, the design team will meet with City staff to evaluate the plan check comments and obtain the City's input.

7. Upon final acceptance of the plans and Contract Documents by the City, Quantum will provide "bid-ready" construction drawings in AutoCAD and in pdf format and "bid-ready" specifications and Bid Schedule on paper and in Word and PDF (ready for reproduction).

8. The Quantum design team will conduct and attend meetings as required during the design phase to keep the City staff abreast of the project status. We believe that continuous and open communication between the parties involved is a major key to successful project completion.
### COMPENSATION SCHEDULE

**EXHIBIT B-3**

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**Notes:**
- The tasks indicated correspond to those services required to complete the work.
- The fees are inclusive of telephone, fax, mail, in-house printing for staff use, and travel costs.
- Billing printing and production are not included.
- The fees are based on Honeywell providing complete drawings and specifications.
- Schedule based on CEQA having been completed and only requiring the Draft EA, Emissions, Acoustical Study.
- Per markup, bid support, precon meeting, RFI response, as-builts not required.
- Extend pipe design to Border Reservoir. City to provide record drawings.
- City of Torrance to provide easement with Edison Property.
- City of Torrance to reimburse permit fee to connect to existing 36" storm drain in Carmel Ave. at Arleta Blvd.
THIRD AMENDMENT TO CONSULTING SERVICES AGREEMENT  
(C2014-046)

This second Amendment to Consulting Services Agreement C2014-046 is made and entered into as of April 7, 2016, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Quantum Quality Consulting Inc., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into a Consulting Services Agreement C2014-046 (the "Agreement") as of April 8, 2014 for a not to exceed amount of $122,600, whereby CONSULTANT agreed to provide for the design of the Van Ness Avenue Water Wells and Transmission Mains, Phase 1, and La Carretera Park modifications, CIP I-145.

B. CITY and CONSULTANT agreed to amend the Agreement ("First Amendment") as of December 2, 2014 to increase the Consultant's fee by $20,780 for a new not to exceed amount of $143,380 for California Environmental Quality Act (CEQA) Services for the Van Ness Avenue Water Wells and Transmission Mains.

C. CITY and CONSULTANT agreed to amend the Agreement ("Second Amendment") as of October 13, 2015 to increase the Consultant's fee by $11,595 for a new not to exceed amount of $154,975 for additional design services to extract the 185th Street and Purche Avenue storm drain design portion of the project and prepare it as a separate project for bidding and construction, prior to construction of the Van Ness Avenue Water Wells and Transmission Mains.

D. CITY wishes to extend the Consulting Services Agreement Term two years from the Effective Date through April 7, 2018 to allow adequate time to complete the services.

AGREEMENT:

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

   "2. TERM
   Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 7, 2018."
2. In all other respects, the Agreement between the CITY and CONSULTANT is ratified and reaffirmed as amended and remains in full force and effect.

CITY OF TORRANCE,
a municipal corporation

By: [Signature]
Patrick J. Parey, Mayor

QUANTUM QUALITY CONSULTING, INC.,
a California corporation

By: [Signature]
Frank Bigdell, P.E.

ATTEST:

By: [Signature]
Rebecca Poirier, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: [Signature]

Exhibits:
SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT
(C2014-046)

This Second Amendment to Consulting Services Agreement C2014-046 is made and entered into as of October 13, 2015, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Quantum Quality Consulting Inc., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into a Consulting Services Agreement C2014-046 (the "Agreement") as of April 8, 2014 for a not to exceed amount of $122,600, whereby CONSULTANT agreed to provide for the design of the Van Ness Avenue Water Wells and Transmission Mains, Phase 1, and La Carretera Park modifications, CIP I-145.

B. CITY and CONSULTANT agreed to amend the Agreement ("First Amendment") as of December 2, 2014 to increase the Consultant's fee by $20,780 for a new not to exceed amount of $143,380 for California Environmental Quality Act (CEQA) Services for the Van Ness Avenue Water Wells and Transmission Mains.

C. CITY and CONSULTANT have agreed to increase the Consultant's fee by $11,595 for a new not to exceed amount of $154,975 for additional design services to extract the 185th Street and Purche Avenue storm drain design portion of the project and prepare it as a separate project for bidding and construction, prior to construction of the Van Ness Avenue Water Wells and Transmission Mains.

AGREEMENT:

1. Paragraph 1, entitled SERVICES TO BE PERFORMED by CONSULTANT, is amended to read in its entirety as follows:

"1. SERVICES TO BE PERFORMED BY CONSULTANT
CONSULTANT will provide the services listed in the Scope of Work of the original Consulting Services Agreement C2014-046, Exhibit A, Exhibit A-1 and Exhibit A-2 attached to this Amendment. CONSULTANT warrants that all work and services set forth in the Scope of Work will be performed in a competent, professional and satisfactory manner."

ORIGINAL
2. Paragraph 3.A, entitled CONSULTANT’S FEE, is amended to read in its entirety as follows:

“For services rendered pursuant to this agreement, CONSULTANT will be paid in accordance with the Compensation Schedule included as Exhibit B, Exhibit B-1 and Exhibit B-2 attached to this Amendment provided however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by the original agreement and the first amendment exceed the sum of $154,975 ("Agreement Sum"), unless otherwise first approved in writing by City.”

3. In all other respects, the Agreement and First Amendment, entered between the CITY and CONSULTANT are ratified and reaffirmed and are in full force and effect.

CITY OF TORRANCE,
A municipal corporation

QUANTUM QUALITY CONSULTING, INC.,
a California corporation

By: ____________________________
    Patrick J. Firey, Mayor

By: ____________________________
    Frank Bigdeli, P.E.

ATTEST:

By: ____________________________
    Rebecca Poirier, City Clerk

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

By: ____________________________

Exhibits: Exhibit A-2 - Scope of Services
Exhibit B-2 – Compensation Schedule
Date: September 3, 2015

To: Jeffrey P. Kidd, P.E.
Associate Civil Engineer
City of Torrance,
Engineering Division
Public Works Department
20500 Madrona Avenue
Torrance, California 90503

Re: Purche Avenue Storm Drain, 185th Street to 182nd Street, I-145

Subject: Design of Purche Avenue Storm Drain as Stand Alone Project

TRANSMITTAL

Dear Mr. Kidd,

We have reviewed the Van Ness Water Wells Transmission Main plans, specifications, estimate and bid documents to determine the revisions and additions to the Plans, Specifications, Bid Documents and Estimate necessary to submit the storm drain from the site of Well #12 on 185th Street, addition of new catch basin on well site, reconfiguration of the existing box culvert inlet on 185th Street, addition of catch basins on 185th Street and Purche Avenue and connection at the location of the existing storm drain in 182nd Street, east of Van Ness Avenue, as a separate project design.

The submission of the documents for use as PS&E for the storm drain as a separate project will require plan revisions and additions, new title block, rework of the specifications, bid documents, proposal and bid schedule to accommodate the project as a separate contract. The separation of this work as a stand-alone project will also include bid support and construction management support from the design engineer.

The submission of this storm drain PS&E is based on using the existing utility research and environmental check list. Additional level of effort would be required if these are to be revisited. The additional costs required to provide the separate storm drain plans, bid documents, estimate and support are detailed in the attached fee schedule.

The revised drawings, specifications, bid schedule and estimate could be completed, signed and submitted within two weeks of receipt of your approval and authorization.

Please contact us for any additional information needed.

Sincerely,

Douglas Preble, P.E.

2720 Sepulveda Blvd. Suite 100, Torrance, CA 90505
P.310.891.3994-F.310.891.3995
www.thequantumconsulting.com
PURCHASE AVENUE STORM DRAIN BETWEEN 185TH ST. AND 182ND ST.
September 3, 2015

SCHEDULE OF FEES

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**TASK II - SPECIFICATIONS, SPECIAL PROVISIONS, BID SCHEDULE, FINAL SIGNED DRAWINGS**

| Prepare Specifications Storm Drain Project | 2                           | 3                      | 2                  | 2                       |               | 1,125 |
| Special Provisions and Bid Schedule       | 2                           | 3                      | 1                  |                         |               | 620   |
| Final Traffic Control                     | 1                           | 4                      | 1                  |                         |               | 580   |
| Prepare Project Estimate                  | 2                           | 2                      | 1                  |                         |               | 525   |
| **SUBTOTAL - Contract Deliverables**      | 2                           | 8                      | 11                 | 5                       |               | 2,850 |

**TASK III - BID PHASE SERVICES (AS NEEDED)**

| Bid Support (RFI's, RFC's, Addenda)       | 1                           | 3                      | 1                  |                         |               | 485   |
| Bid Analysis and Recommendation           | 1                           | 1                      | 1                  |                         |               | 295   |
| **SUBTOTAL - Bid Phase Services**         | 0                           | 2                      | 4                  | 2                       |               | 780   |

**TASK IV - CONSTRUCTION MANAGEMENT SUPPORT (AS NEEDED)**

| Pre-Construction Meeting, Respond to RFI's et al | 2                           | 2                      | 1                  |                         |               | 525   |
| Prepare "As-Built" Plans                    |                             | 3                      | 2                  |                         |               | 415   |
| **SUBTOTAL - Construction Management Support** | 0                           | 2                      | 5                  | 3                       |               | 940   |

**STORM DRAIN DESIGN WORK TOTAL FEE** $11,595

Based on initial plans, specifications and estimates revised to reflect a stand alone storm drain project.

Fee based on existing utility research. Additional submittals would require additional fees.

Permit fees excluded.

Additional environmental documentation would require additional fees.
FIRST AMENDMENT TO CONSULTING SERVICES AGREEMENT  
(C2014-046)

This First Amendment to Consulting Services Agreement C2014-046 is made and entered into as of December 2, 2014, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Quantum Quality Consulting Inc., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into a Consulting Services Agreement C2014-046 (the "Agreement") as of April 8, 2014, whereby CONSULTANT agreed to provide for the design of the Van Ness Avenue Water Wells and Transmission Mains, Phase 1, and La Carretera Park modifications, CIP I-45.

B. CITY AND CONSULTANT have agreed to increase the Consultant's fee by $20,780 for a new not to exceed amount of $143,380 for California Environmental Quality Act (CEQA) Services for the Van Ness Avenue Water Wells and Transmission Mains.

AGREEMENT:

1. Paragraph 1, entitled SERVICES TO BE PERFORMED by CONSULTANT, is amended to read in its entirety as follows:

   "1. SERVICES TO BE PERFORMED BY CONSULTANT
   CONSULTANT will provide the services listed in the Scope of Work attached as Exhibit A and Exhibit A-1 attached to this Amendment. CONSULTANT warrants that all work and services set forth in the Scope of Work will be performed in a competent, professional and satisfactory manner."

2. Paragraph 3.A, entitled CONSULTANT'S FEE, is amended to read in its entirety as follows:

   "For services rendered pursuant to this agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B and Exhibit B-1, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this
Agreement and this First Amendment exceed the sum of $143,380 ("Agreement Sum"), unless otherwise first approved in writing by City.”

3. In all other respects, the Agreement entered into as of April 8, 2014, between the CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

4. 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

By: Patrick J. Furey, Mayor

QUANTUM QUALITY CONSULTING, INC., a California Corporation

By: Frank Bigdeli, P.E.

ATTEST:

By: Rebecca Poirier, MMC
City Clerk

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

By:

Exhibits: Exhibit A-1 - Scope of Work
Exhibit B-1 - Compensation Schedule
The scope of work to be performed is as follows: Add other items from the revised fee schedule if appropriate.

1. CEQA Meeting with City Staff
2. Research background information as provided by the City of Torrance
3. Prepare Project description encompassing pertinent aspects of the Project
4. Submit Project Description to City for review/approval
5. Prepare Environmental Checklist Form incorporating the approved Project Description
6. Submit draft Environmental Checklist Form to City for Review/Approval
7. Finalize Environmental Checklist including environmental determination
8. Prepare Negative Declaration or Mitigated Negative Declaration
9. Submit Negative Declaration or Mitigated Negative Declaration to City for Review/Approval
10. Prepare Notice of Intent to Adopt Mitigated Negative Declaration or Mitigated Negative Declaration.
11. Submit NOI to City for Review/Approval
12. Finalize NOI
13. Prepare Notice of Determination
14. Submit NOD to City for Review/Approval
15. Finalize NOD
16. Submit to LA County and State Clearinghouse
17. Evaluate comments and resubmit as required
18. Obtain acknowledgments of NOD filings
EXHIBIT B-1

COMPENSATION SCHEDULE
# CEQA Services for Van Ness Transmission Main

## Schedule of Costs

### Quantum Consulting

**November 4, 2014**

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</tr>
<tr>
<td>Research &amp; gather background information, as provided by the City of Torrance</td>
<td>1</td>
<td>8</td>
<td>4</td>
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<td>$1,155</td>
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<tr>
<td>Prepare Project Description &amp; scope of work encompassing pertinent aspects of the project</td>
<td>2</td>
<td>2</td>
<td></td>
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<td>$460</td>
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<tr>
<td>Submit to City for review/approval &amp; revise per comments received</td>
<td>2</td>
<td>2</td>
<td></td>
<td></td>
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<td>$400</td>
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<tr>
<td>Prepare Environmental Checklist Form incorporating the approved Project Description</td>
<td>1</td>
<td>8</td>
<td>16</td>
<td>16</td>
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<td>$3,840</td>
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<tr>
<td>Submit draft Environmental Checklist Form to City for Review/Approval</td>
<td>2</td>
<td>4</td>
<td></td>
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<td></td>
<td>$650</td>
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<tr>
<td>Finalize Environmental Checklist including environmental determination</td>
<td>1</td>
<td>8</td>
<td>8</td>
<td>4</td>
<td></td>
<td>$2,300</td>
</tr>
<tr>
<td>Prepare Negative Declaration or Mitigated Negative Declaration</td>
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<td>8</td>
<td>8</td>
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<td>Submit Neg Dec or Mitigated Neg Dec to City for Review/Approval</td>
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<td>Prepare Notice of Intent to Adopt Mitigated Negative Dec or Mitigated Negative Dec</td>
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<td>4</td>
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<td>Submit NOI to City for Review/Approval</td>
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<td>Finalize NOI</td>
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<td>$790</td>
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<tr>
<td>Prepare Notice of Determination</td>
<td>2</td>
<td>2</td>
<td>2</td>
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<td></td>
<td>$590</td>
</tr>
<tr>
<td>Submit NOD to City for Review/Approval</td>
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<td>4</td>
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<td>Finalize NOD</td>
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<td>4</td>
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<td>Submit to LA County and State Clearinghouse</td>
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<td>8</td>
<td>2</td>
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<td>Obtain acknowledgments of NOD filings</td>
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<td>4</td>
<td>1</td>
<td></td>
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<td>Prepare final documents for submittal</td>
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<td>4</td>
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<td>CEQA Closeout Meeting</td>
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</table>

**Subtotal - CEQA Services** 8 58 75 65 $20,785

**Total Fee** $20,785
CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of April 8, 2014 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and QUANTUM QUALITY CONSULTING, INC., a California corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to Design the Van Ness Avenue Water Wells Transmission Mains and La Carretera Park Modifications.

B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 7, 2016.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $122,600 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

A. Termination by CITY for Convenience.

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

2. Upon receipt of written notice from CITY of such termination for CITY’s convenience, CONSULTANT will:
   
   a. cease operations as directed by CITY in the notice;
   
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY’s convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

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

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

   Frank Bigdeli, President

9. **INDEPENDENT CONTRACTOR**
CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of CONSULTANT or any of CONSULTANT’S employees, except as otherwise set forth in this Agreement. CONSULTANT’S agents and employees are not and shall not be considered employees of CITY for any purpose. CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY. CITY has no duty, obligation, or responsibility to CONSULTANT’s agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT’s agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT’S failure to comply with CONSULTANT’S duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT’S obligations under the Affordable Care Act relating to CONSULTANT’S agents and employees.

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

11. **OTHER LICENSES AND PERMITS**
CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.
12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from CITY.

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

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

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

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES
No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and
   b. Primary Property Damage of at least $250,000 per occurrence; or
   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

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

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

C. CITY ("City of Torrance"), the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

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

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

19. CONFLICT OF INTEREST
A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee’s financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE
A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.

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

**CONSULTANT:**
Quantum Quality Consulting, Inc.
2720 Sepulveda Boulevard, Suite 100
Torrance, CA 90505
Fax: (310) 891-3995

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

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

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

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

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

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

25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONSULTANT will be knowledgeable of and will comply with all applicable federal,
state, county and city statutes, rules, regulations, ordinances and orders.

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

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

30. **EXHIBITS**
All exhibits identified in this Agreement are incorporated into the Agreement by this
reference.
31. **CONSULTANT’S AUTHORITY TO EXECUTE**

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

CITY OF TORRANCE,
a municipal corporation

[Signature]
Frank Scotto, Mayor

ATTEST:

[Signature]
Stu Herbers
City Clerk

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

By:

[Signature]

Attachments: Exhibit A Scope of Work
Exhibit B Compensation Schedule

Revised: 10/29/2008
EXHIBIT A

SCOPE OF WORK
SCOPE OF WORK

TASK 1 - PRELIMINARY DESIGN

1. Initial Meeting
   a. At the pre-design kick off meeting, the project goals will be evaluated, including project constraints.
   b. Quantum will review design criteria and parameters and define an initial scope to delineate the project requirements.
   c. Quantum will provide a proposed schedule of work and will revise these items as necessary per our discussions. We will prepare a CPM GANTT project schedule showing each major task with milestones, estimated start and end times, task duration, task dependencies, and other relevant project information.
   d. We will determine lines of communication between the City, Quantum, utility agencies and other agencies involved in the project.
   e. Quantum will prepare and distribute meeting minutes with any action items.
   f. Quantum will work with City Staff to confirm and finalize the proposed project work in the field and provide delineation of the limits of the work with the staff.
   g. Quantum will adjust/refine the project scope as-needed to meet the requirements and maximize the use of funding.
   h. Quantum will record all “action items” and incorporate these in our design process.
   i. Quantum will prepare and distribute meeting minutes within two (2) days of the meeting.

2. Data Gathering
   a. Quantum will obtain available survey records from the City of Torrance and other agencies.
b. Quantum will review existing street plans and existing water, sewer and storm drain and utility plans and maps in the possession of the City and will make copies of all drawings required for the design of the project.

3. Utility Research
Quantum will perform a detailed utility search along the proposed alignment which will include but not be limited to:

a. Our team will contact Underground Services Alert (USA) for an electronic record of all utilities registered within the project limits.

b. We will send (with confirmation) preliminary notice to each utility advising them of the project and requesting utility information.

c. We will send second utility notices including preliminary plans requesting that each utility verify locations of its facilities and identify any possible utility conflicts.

d. A third utility notice including final plans will be delivered to each utility for its information and coordination during construction.

e. Quantum will maintain a complete record of all utility contacts and responses and copy all correspondence to the City. A matrix of the record will be provided to the City.

4. Potholing
a. Using the utility research, we will determine locations where twenty (20) potholes should be made to accurately locate the depth of existing parallel or crossing utilities, including service laterals that may impact the alignment of the proposed water main.

b. Upon approval of the locations from the City, Quantum will have potholing performed by an approved licensed potholing contractor and prepare a record showing the actual locations and depths of existing utilities, including service laterals. On completion of the potholing, the potholes will be filled with one sack slurry to one inch below existing asphalt and then finished with compacted hot mix to match street grade level.

5. Design Survey
a. Quantum will provide field survey, as necessary, to establish horizontal and vertical control over the length of the project.

b. The required topographic survey for the water main, storm drain, and street design will locate all features necessary to complete the design, including cross sections, railroad data and flood control locations.

c. Quantum will as a part of project development, prepare plans and process permits for Southern Pacific Railroad Co. and Los Angeles County Flood Control District (LACFCD) crossings.

d. Our survey efforts will collect cover rim elevations, "dip" manholes, vaults, and locate valves for all utilities located within project limits.

e. The data will be used to verify locations of all existing water valves, water meters, fire hydrants, and other appurtenances.

f. We will identify the locations and details of storm drain piping, catch basins and manholes.
g. We will locate any survey monuments or ties that may be affected by construction and verify tie outs.

6. Base Map Preparation
   a. From our design topographic survey, base maps at 1"=40', will be prepared and will incorporate data from City records, Caltrans Information, utilities and County records.
   b. All utilities will be plotted on base maps. The location of utilities will be based on survey, marking by Underground Service Alert and information obtained from the record documents. Information from utilities and other records will be revised based on the survey and USA markings.
   c. The design team will perform an initial job walk to identify conflicts and inconsistencies and will subsequently walk the alignment as the design progresses.

7. Selection of Alignment
   a. Upon completion of our survey, the design team will evaluate alignment alternatives considering costs of construction, utility locations, impacts on the public, jurisdictional concerns and permit requirements. We will additionally evaluate access to adjacent properties and traffic control during construction.
   b. Each of the potential alignment alternatives will be presented to the City and evaluated with the input from the City. Upon review and discussion with the City, we will prepare the 50% plan and profile sheets for submittal.
   c. As noted, the size of water transmission main will be provided by the City.
   d. The material proposed for the water transmission main will include DIP (CML&C for 12" and below), CMLS (for 16" and above with gauge as necessary for loading and pressure) and HDPE as bid alternates.
   e. For the design of the storm drain, Quantum will obtain hydraulic and watershed area information form the City GIS staff to properly size the new storm drain In Purche Avenue to accommodate the greater of the 50 year design storm or maximum discharge from Well No. 12.
   f. Quantum will obtain hydraulic and watershed area information form the City GIS staff which will allow proper sizing of the new storm drain from Well No. 7 In Border Avenue to Plaza Del Amo to accommodate the anticipated flows.

8. Quantum will prepare and submit Preliminary Plans (50%) Including preliminary Traffic Control Plans. These will include:
   a. Title Sheet
   b. Plan and Profile sheets with alignments shown.
   c. Proposed connections to existing facilities.
   d. A preliminary construction phasing schedule will be included in this submittal.
   e. We will submit a draft of the proposed technical specifications in conformance with the Torrance boiler plate provided by the City.
   f. The Traffic Control Plans will be prepared in accordance with "MUTCD" and standard drawings of the City of Torrance.
Proposal for Design of Van Ness Water Wells Transmission Main 
And La Carretera Park Modifications, CIP No. 1-145

All plans, in conformance with to City of Torrance CADD Standards, will be prepared in AutoCAD (Release 2011) on 24" x 36" Mylar sheets. Plan and profile base sheets will be prepared in 1" = 40' horizontal scale and 1" = 4' vertical scale.

9. Quantum will submit the 75% Plans including Traffic Control Plans.
   a. The updated Traffic Control Plans including segmented work areas will be submitted.
   b. We will submit four (4) sets of full-size prints of the 75% plans and profile drawings and one draft of preliminary specifications and special provisions for City review. The specifications will be prepared in MS Word 2010. The preliminary drawings will be stamped and printed with "NOT FOR CONSTRUCTION" prominently on the drawings.
   c. After review of the plans and specifications by the City, Quantum will meet with City to receive the plan check comments and obtain input.
   d. Quantum will continue to make job walks of the proposed alignment to evaluate constructability issues. We will also visit the alignment with City personnel to obtain meter replacement data from the Water Operations Supervisor.

TASK 2 - FINAL DESIGN

1. After input of all corrections from the 75% submittal, we will finalize construction plans, traffic control plans and specifications. The construction plan set will incorporate the following drawings:
   • Title sheet
   • Plan and profile sheets
   • Details of intersections and connection details and miscellaneous details (1"=20'. min.)

2. If necessary, Quantum will provide any necessary supplemental provisions to the City’s standard specifications, general provisions and bid documents. Any standard drawing provided to the City will be in the format used by the City of Torrance or formatted per the Standard Plans for Public Works Construction (SPPWC) for inclusion in the specifications.

3. We will prepare an estimate of probable construction cost, with quantities, unit cost estimates and totals (in a format to match the bid schedule). We will prepare a bid schedule using the estimate items and based on the final plans and specifications.

4. We will prepare and submit 90% completion level and 100% completion level plans and specifications to the City for review. As required by the request for proposal, each submittal will consist of four (4) sets of full-size prints and two (2) copies of the specifications. After review by the City, the design team will meet with City staff to evaluate the plan check comments and obtain the City’s input.

5. Quantum will prepare and submit plans for permits to Southern Pacific Railroad Co. and the LACFCO. We will make all necessary revisions (subject to City approval) required to obtain these permits. Per the RFP, the City will pay the permit fees.

6. Upon final acceptance of the plans and Contract Documents by the City, Quantum will provide “bid-ready” construction drawings in AutoCAD and in pdf format on a flash drive and a full size (24” x 36”) Mylar (signed and stamped), and “bid-ready” specifications and Bid Schedule on a flash drive and on paper (ready for reproduction).
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And La Carretera Park Modifications, CIP No. I-145

7. The Quantum design team will conduct and attend meetings as required during the design phase to keep the City staff abreast of the project status. We believe that continuous and open communication between the parties involved is a major key to successful project completion.

TASK 3 - BID PHASE SERVICES (AS NEEDED)

1. Quantum will promptly respond to requests for clarification (RFC) from bidders during bid period.
2. We will prepare and issue addenda to the bid documents as necessary.
3. After the bids are received, we will tabulate and verify bids, we will analyze the bid results and provide a recommendation of award or rejection of bids. Complete documentation of the evaluation, including an Excel spreadsheet and other data as necessary will be provided to the city with the recommendation.

TASK 4 - CONSTRUCTION MANAGEMENT SUPPORT (AS NEEDED)

1. The Quantum project engineer will attend the Pre-Construction Conference.
2. The Quantum team will promptly respond to request for Information (RFI) from the Construction Manager. Communication with the Construction Manager will be maintained throughout the project.

SCOPE OF WORK

LA CARRETERA PARK MODIFICATIONS (SEPARATE STAND ALONE PS&E)

The La Carretera Park Modifications design is to include a new picnic area on the east side of the existing play equipment area, new play equipment (existing is to be salvaged, new engineered wood chips ground cover, improve the basketball court, remove existing chain link fence, provide new fence in designated areas, resurface the basketball court, provide new basketball backboards and install new light fixtures for the park.

TASK 1 - PRELIMINARY DESIGN

1. Initial Meeting (concurrent with initial pipeline meeting)  
   a. At the predesign kick off meeting, the project goals will be evaluated, including project constraints.
   b. Quantum will review design scope and parameters and define an initial scope to delineate the project requirements, the project budget and proposed plan of design.
   c. Quantum will provide a proposed schedule of work and will revise these items as necessary per our discussions.
   d. We will establish any separate lines of communication between Quantum and relevant staff related to the park.
   e. Quantum will establish any park related action items.
   f. Quantum will work with City Staff to confirm and finalize the proposed project work in the field and provide delineation of the limits of the work with the staff.
Proposal for Design of Van Ness Water Wells Transmission Main
And La Carretera Park Modifications, CIP No. 1-145

5. Quantum will adjust/refine the project scope as-needed to meet the modifications requirements and maximize the use of funding.

h. Quantum will record all “action items” and incorporate these in our design process.

2. Data Gathering
   a. The Quantum Team will obtain available La Carretera Park irrigation records, plans and equipment data from the Community Services Department of the City of Torrance and based on the information will adjust design and work plan as necessary.
   b. Quantum will review existing irrigation, water, sewer and storm drain and utility plans and data in the possession of the City and will make copies of all drawings required for the design of the project.

3. Utility Research
   Quantum will perform a detailed utility search of utilities at the park:
   a. Our team will contact Underground Services Alert (USA) for an electronic record of all utilities registered within the park limits.
   b. We will send (with confirmation) preliminary notice to each utility advising them of the project and requesting utility information.
   c. We will send second utility notices including preliminary plans requesting that each utility verify locations of its facilities and identify any possible utility conflicts.
   d. A third utility notice including final plans will be delivered to each utility for its information and coordination during construction.
   e. Quantum will maintain a complete record of all utility contacts and responses and copy all correspondence to the City. A matrix of the record will be provided to the City.

4. Design Survey
   a. Quantum will provide field survey, as necessary, to establish horizontal and vertical control over the area of the project.
   b. Our survey efforts will collect all existing improvements within the park including utilities, park features, landscape and other appurtenances as necessary including topography.
   c. The design team will prepare preliminary plans and submit application for permit from the Community Development Department. (Fee to be paid by City)
   d. We will identify the locations and details of pollution control and storm drain improvements.
   e. We will locate any survey monuments or ties that may be affected by construction and verify tie outs.

5. Base Map Preparation
   a. Base maps will be prepared by Quantum at a scale of 1"=20' using information from Data Gathering and the survey.
   b. The data will be plotted on a base map with the location of all improvements and utilities shown, including information obtained from the record documents and reflecting and revisions from USA and the utility search.
6. Pre-Design
   a. The design team will examine improvement alternatives including costs of construction, utility requirements and impacts on the public.
   b. The team will then prepare three preliminary designs showing proposed improvements to the park and the facilities.
   c. We will set up a pre-design meeting with the City to discuss the preliminary layouts and improvements including play facility alternatives before preparation of the 50% completion plans and specifications.
   d. Quantum will prepare a preliminary design report as a design memorandum and provide the documents to the City for initial review.

7. Preliminary Plans (50%)
   a. Upon receiving Input from the City from the pre-design, the Quantum team will prepare Preliminary Plans (50%) with layout at 1"=20' scale and proposed modifications and equipment.
   b. The 50% plans will include a title sheet in the City required format.
   c. The 50% plans will include a complete layout of the park revisions.
   d. The 50% plans will include a draft of technical specifications using the City provided boiler plate. The details of all equipment proposed will also be included in the design package.

8. The Quantum team will submit the 50% Preliminary Plans to the City
   a. We will submit four (4) sets of full-size prints of the preliminary design and (2) sets of draft specifications for City review. The specifications will be prepared in MS Word 2010. All preliminary drawings submitted will have a "NOT FOR CONSTRUCTION" stamp on the drawings.
   b. After sufficient time for the City to evaluate the submittal, we will meet with the City to review plan check comments and to obtain input.
   c. We will revisit the site to determine constructability and to provide input for updating the submittal and preparation of final design.

TASK 2 - FINAL DESIGN
1. Using the input from the City on the 50% submittal, we will prepare the final plans and specifications. Any questions will be reviewed with the necessary City personnel. We will provide the construction plans including following drawings:
   • Title sheet
   • Plan sheets showing all equipment, courts, picnic areas and other areas (1"=20')
   • We will prepare details all new and replacement equipment and detailed layouts of each of the improvements at scales necessary to clearly show all necessary components (min 1"+20').
2. We will prepare necessary supplemental provisions to the City's standard specifications, general provisions and bid documents.
   • The specifications will include a bid schedule in sufficient detail to assure evaluation of each portion of the work.
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- Any standard drawings required will be provided will be in the City of Torrance or Standard Plans for Public Works Construction (SPPWC) format to match the required plans and specifications.

3. We will determine quantities and prepare an engineer's estimate of probable cost and a bid schedule in the same format based on the final plans and specifications.

4. We will prepare a 90% completion PS&E and submit to the City. Upon review and a meeting on the 90% submittal, we will revise the plans and specifications and submit the 100% plans and specifications to the City for review.
   - These submittals will each consist of four (4) sets of full-size prints and two (2) copies of the specifications with bid schedule and estimates.
   - We will meet with City staff after the plan check review to accommodate the comments.

5. Upon final acceptance of the plans and Contract Documents, Quantum will submit "bid-ready" construction drawings in AutoCAD and in PDF format on a flash drive and full size Mylars (signed and stamped), and the "bid-ready" specifications and Bid Schedule on a flash drive and on paper (ready for reproduction).

6. Upon approval, we will submit the final PS&E to the Community Development Department for permit (City to pay fees).

7. During the design phase of the project, Quantum will meet with the City as required to maintain communication and to receive input from the City and to inform the City of the progress of the project design preparation.

8. We will provide a set of all Contract Documents to the City in digital format on the media selected by the City.

TASK 3 - BID PHASE SERVICES (AS NEEDED)

1. Quantum will evaluate and rapidly respond to requests for clarification from bidders during bid period. Response will be through the City or directly to all bidders as determined by the City.

2. Quantum will prepare and issue addenda to the bid documents as necessary.

3. Upon receipt of bids, Quantum will tabulate and verify bids, analyze bid results and recommend an award or rejection of bids. We will provide an Excel spreadsheet with supporting data in Word as necessary to the City with the evaluations and recommendations.

TASK 4 - CONSTRUCTION MANAGEMENT SUPPORT (AS NEEDED)

1. The Quantum project designer will attend the Pre-Construction Conference.

2. We will promptly review and provide response to Request for Information (RFI) from the Construction Manager, as required.

3. As a local design firm, Quantum Consulting will be available to meet with the Construction Manager on site as necessary.
EXHIBIT B

COMPENSATION SCHEDULE
### Proposal for Design of Van Ness Water Wells Transmission Main

And La Carretera Park Modifications, CIP No. I-145

#### Proposed Cost Breakdown

**Pipeline Work**

<table>
<thead>
<tr>
<th>Consultant's Services</th>
<th>Principal Charge</th>
<th>Project Manager</th>
<th>Design Engineer</th>
<th>Technician Admin.</th>
<th>Survey Crew</th>
<th>Sub Consultant Fee</th>
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Proposal for Design of Van Ness Water Wells Transmission Main  
And La Carretera Park Modifications, CIP No. 1-145

### LA CARRETERA PARK WORK

#### SCHEDULE OF FEES

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**LA CARRETERA PARK WORK TOTAL FEE** = $27,165.00

**GRAND TOTAL FEE** = $122,800.00