CITY OF CARSON

CONTRACT DOCUMENTS

AGREEMENT FOR PROFESSIONAL SERVICES

Project No. 675

Sepulveda Boulevard Widening

From

Alameda Street to the East City Limit

WITH

RKA CONSULTING GROUP

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement" herein) is made and entered into this **15th** day of **January 2013**, by and between the local public agency or agencies identified in Section 1 hereof (hereinafter called "Owner"), and **RKA Consulting Group.** (hereinafter called "Engineer").

RECITALS

WHEREAS, Owner desires to engage Engineer to perform certain technical and professional engineering services, as provided herein, in connection with that certain projects identified as: **Project No. 675: Sepulveda Boulevard Widening from Alameda Street to the East City Limit**

WHEREAS, the principal members of Engineer are qualified professional engineers duly registered under the laws of the State of California, and Engineer desires to accept such engagement;

NOW, THEREFORE, the parties agree as follows:

1. Parties to the Agreement.

The parties to this Agreement are:

A. Owner: The City of Carson, a general law city and municipal corporation, having its principal office at 701 East Carson Street, Carson, CA 90745.

B. Engineer: RKA Consulting Group having its principal office at 398 Lemon Creek Drive, Suite E, Walnut, CA 91789

2. Representatives of the Parties and Service of Notices.

The representatives of the parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

A. The principal representative of the Owner shall be:

Mr. Farrokh Abolfathi, P.E.
Acting Director of Public Works/City Engineer
City of Carson
701 E. Carson Street
Carson, CA 90745

B. The principal representative of the Engineer shall be:

Mr. Steve R. Loriso, P.E.
Vice President/Director of Engineering
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA. 91789

C. Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by mail.

D. If the name of the principal representative designated to receive the notices, demands or communications, or the address of such person, is changed, written notice shall be given within five (5) working days of said change.

3. Description of Work. Owner hereby engages Engineer, and Engineer accepts such engagement, to perform the technical and professional services set forth in the "Scope of Services" attached hereto as Exhibit "A". Engineer shall perform and complete, in a manner satisfactory to Owner, all work and services set forth in Exhibit "A". The City Engineer, or his designee, shall have the right to review and inspect the work during the course of its performance at such times as may be specified by the City Engineer.

4. Commencement and Completion of Work. The execution of this Agreement by the parties does not constitute an authorization to proceed. The services of Engineer shall commence when the Owner, acting by and through its City Engineer, has issued a Notice to Proceed. The work described in Exhibit "A" shall be completed in accordance with the project "estimated fee and schedule" section of Exhibit "A" following Engineer's receipt of the Notice to Proceed, exclusive of any review periods required by Owner. Engineer shall have no claim for compensation for any services or work which has not been authorized by the Owner's Notice to Proceed.

5. Extension of Time for Completion of Work.

A. If, at any time, the work is delayed due to suspension order by Owner, or due to any other cause which, in the reasonable opinion of the Owner, is unforeseeable and beyond the control and not attributable to the fault or negligence of Engineer, then Engineer shall be entitled to an extension of time equal to said delay, subject to the Owner's right to terminate this Agreement pursuant to Section 11.

B. Engineer shall submit to Owner a written request for an extension of time within ten (10) days after the commencement of such delay, and failure to do so shall constitute a waiver thereof. Owner shall, in its sole discretion, determine whether and to what extent any extensions of time shall be permitted.

C. No extension of time requested or granted hereunder shall entitle Engineer to additional compensation unless, as a consequence of such extension, additional work must be performed. In such event, Owner shall in good faith consider any request for additional compensation submitted by Engineer.

6. Data Provided to Engineer. Owner shall provide to Engineer, without charge, all data, including reports, records, maps, and other information, now in the Owner's possession, which may facilitate the timely performance of the work described in Exhibit "A".

7. Independent Contractor. Engineer is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the Owner.

8. Engineer's Personnel.

A. All services required under this Agreement will be performed by Engineer, or under Engineer's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of Carson business license as required by the Carson Municipal Code.

B. Engineer shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by Owner.

C. Engineer shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

D. Engineer shall indemnify and hold harmless the Owner from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

9. Compensation. Payment shall be made by Owner to Engineer for the services and work performed hereunder within thirty (30) days following receipt and approval by Owner of original invoices therefor. Engineer's fees and charges for the services and work performed shall be invoiced monthly, or at such other intervals as may be mutually agreed upon, and said fees and charges shall in no event exceed $187,600.00 as set forth in Exhibit "B" attached hereto and made a part hereof.

10. Indemnity and Insurance.

A. Engineer agrees to indemnify, hold harmless and defend the Owner, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever incurred in or in any manner to the extent arising out of or related to engineer's negligent acts, errors or omissions, or those of its employees or agents.

B. Engineer will deliver to Owner a certificate of insurance in substantially the form attached hereto as "Exhibit C" evidencing professional liability insurance coverage in an amount not less than $1,000,000.

C. (1) The Engineer, at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

(a) Workers' Compensation and Employer's Liability

- Workers' Compensation--coverage as required by law.
- Employer's Liability limits of at least $100,000 per occurrence.

(b) Comprehensive General Liability/Automobile Liability

- Combined Single Limit--$1,000,000.

The automobile and comprehensive general liability policies may be combined in a single policy with a combined single limit of $1,000,000. All of the Engineer's policies shall contain an endorsement providing that written notice shall be given to Owner at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

(2) Policies providing for bodily injury and property damage coverage shall contain the following:

(a) An endorsement extending coverage to Owner as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance as respects the interest of Owner, and any other insurance maintained by Owner shall be considered excess coverage and not contributing insurance with the insurance required hereunder.

(b) "Severability of Interest" clause.

(c) Elimination of any exclusion regarding loss or damage to property caused by explosion or resulting collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the "XCU" hazards.

(d) Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by

Engineer under the Agreement, including without limitation that set forth in Section 10.A, with the exception of willful acts, errors or omissions.

(3) Promptly on execution of this Agreement and prior to commencement of any work Engineer shall deliver to Owner certificate of insurance and endorsements to the required policies.

(4) The requirements as to the types and limits of insurance to be maintained by Engineer are not intended to and shall not in any manner limit or qualify Engineer's liabilities and obligations under this Agreement.

(5) Any policy or policies of insurance that Engineer elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the Owner.

11. Termination for Convenience. The governing board of the Owner may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Engineer of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of Owner, become its property. If this Agreement is terminated by Owner as provided herein, Engineer will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

12. Termination for Cause.

A. The governing board of the Owner may, by written notice to Engineer, terminate the whole or any part of this Agreement in any of the following circumstances:

(1) If Engineer fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or

(2) If Engineer fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as Owner may authorize in writing) after receipt of notice from Owner specifying such failure.

B. In the event Owner terminates this Agreement in whole or in part as provided above in paragraph A of this Section 12, Owner may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this Agreement is terminated as provided above in paragraph A, Owner may require Engineer to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by Engineer. Upon such termination, Engineer shall be paid an amount equal to the contract amount, less the cost of hiring another consultant to complete Engineer's services. In the event no new consultant is employed, Engineer shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to Owner or in possession of Engineer, and to authorized reimbursement expenses.

D. If, after notice of termination of the Agreement under the provisions of this Section 12, it is determined, for any reason, that Engineer was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this Agreement, Engineer shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, handicap or age. Engineer will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, handicap or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of Engineer for personnel to perform any services under this Agreement. Owner shall have access to all documents, data and records of Engineer and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection and on file with the Engineering Services Division.

14. Engineer's Warranties and Representations.

Engineer warrants and represents to Owner as follows:

A. Engineer has not employed or retained any person or entity, other than a bona fide employee working exclusively for Engineer, to solicit or obtain this Agreement.

B. Engineer has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Engineer, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this Agreement. Upon any breach or violation of this warranty, Owner shall have the right, in its sole discretion, to terminate this Agreement without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. Engineer has no knowledge that any officer or employee of the Owner has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the Engineer, and that if any such interest comes to the knowledge of Engineer at any time, a complete written disclosure of such interest will be made to Owner, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this Agreement, Engineer has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this Agreement, nor shall any such interest be acquired during the term of this Agreement.

15. Subcontracting, Delegation and Assignment.

A. Engineer shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of the Owner; provided, however, that claims for money due or to become due to Engineer from Owner under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services to be covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

(1) The amount involved, together with Engineer's analysis of such cost or price.

(2) A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of the Owner.

B. Any assignment, delegation or subcontract shall be made in the name of the Engineer and shall not bind or purport to bind the Owner and shall not release the Engineer from any obligations under this Agreement including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to Engineer under this Agreement.

16. Ownership of Documents. All plans, specifications, reports, studies, tracings, maps and other documents prepared or obtained by Engineer in the course of performing the work required by this Agreement shall be the property of the Owner. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Engineer under this Agreement shall, upon request, be made available to Owner without restriction or limitation on their use. Any reuse of documents, prepared solely under this contract, by Owner for other projects or other purposes shall not be the responsibility of the Engineer. The Owner shall hold harmless and indemnify the Engineer from any and all liabilities arising from the reuse of documents.

17. Entire Agreement and Amendments.

A. This Agreement supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

B. No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by Engineer hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

18. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

19. Exhibits. The following exhibits to which reference is made in this Agreement are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Professional fees and rates

20. Governing Law. This Agreement shall be governed by the laws of the State of California.

21. Effective Date. This Agreement shall become effective as of the date set forth below on which the last of the parties, whether Owner or Engineer, executes said Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

Attest:

"OWNER"

CITY OF CARSON

By: _____
Donesia L. Gause, CMC
City Clerk

By: _____
Mayor Jim Dear

Dated: 01/23/13

APPROVED AS TO FORM:

By: _____
City Attorney

Attest:

"ENGINEER"

RKA CONSULTING GROUP

By: _____

Title: PRESIDENT

By: _____

Title: VICE PRESIDENT/SECRETARY

Dated: 1/16/13

EXHIBIT "A"

Scope of Services

STAFFING PLAN

RKA's team is comprised of companies that have many years of experience in their respective fields and who perform work for primarily municipal clients. It is our belief that the team is well equipped to handle the needs of this project with the staff that is currently available, while still being able to manage future workloads. In addition to the key personnel that are presented in this proposal, an extensive support staff exists for each of RKA's team to provide the needed staffing for current and future projects.

SCOPE OF WORK

The scope of services outlined below is specific for the "Sepulveda Boulevard Improvements Project (Project No. 675)." The intention of our team's proposal is to highlight the important or critical ideas that we have come to understand with the years of knowledge that we have gained from projects similar to this one.

Phase I – Preliminary Engineering Services

Task 1 – Project Kick-off, Research and Project Management

Under general direction of the City, RKA's team, led by Mr. Steve Loriso shall be responsible for coordinating and conducting the project kick-off meeting to introduce project team members which will foster partnering and establish lines of communication through the project development. Mr. Loriso will be the direct contact between the City and RKA's team to ensure a clear line of communication. Following are some key items to include:

Project Review:

- RKA will review the entire existing design performed by Moffatt and Nichol be performing a constructability review. This will provide the design team with a clear picture of the continuation of the project. Although the structural design parameters have changed, street design parameters have not. Therefore, the revised design will be enhanced by knowledge and understanding of the existing design.

Existing Management Communication System

- RKA will establish a management communication system with the City's Program Manager and other design consultants.

- RKA will come to the table prepared to discuss the critical items that can be encountered for street reconstruction projects in the early stages of the life of a project.

Project Schedule

- The project schedule will be further discussed to address the critical path for the design compliance and to set project milestones.

Key Reports and Plans

- A bi-weekly status report, as well as format will be discussed to ensure proper development at the beginning of the project. Once the proper format is agreed upon, the bi-weekly status report will include the areas defined in the RFP, however, will highlight the areas of importance by including an "action list" for all parties. This will ensure that the project communication will continue throughout the design to effectively eliminate any potential surprises.

Task 2 – Design Survey

Design Survey

- Provide field review of the existing site conditions to determine the accuracy of the existing topographic survey, any existing drawings, street, and utility location data obtained.

Research and Record Information.

- Obtain bench marks, centerline ties, and other available survey data from the City.
- Obtain information and mapping for record centerline and right of way information from County Surveyor's office.

Aerial and Field Topographic Survey

- Establish horizontal and vertical control based upon City of Carson or standard requirements.
- Provide aerial topography with 1.0 foot contour intervals. Topography will extend approximately 100 feet on either side of centerline to allow for accurate picture in identifying affected improvements.
- Topography and cross-sections extending 200 feet beyond the intersection with Alameda.
- Collect standard topographic detail (hardscape, driveways, surface utilities, striping, traffic signal appurte-

nances, etc.) of all features within project limits described above.

- Collect cross-sections at 50 feet intervals from right of way to right of way within project limits described above.
- Collect top of cone and rim elevations of existing sewer and storm drain manholes, invert elevations of storm drain and sewer structures and catch basins within project limits.

Centerline and Right of Way

- Create record centerline based on retrieved record information and existing centerline monumentation.
- Create record right of way lines from available records, supplementing with assessors information where necessary.

Task 3 - Utility Research and Coordination

Procedures will be established for performing the necessary utility research as well as conducting a thorough field check of the existing project features.

- RKA will coordinate with the City and Southern California Edison (SCE) for the relocation of the existing utility lines; RKA will provide the City with the necessary street and utility plans for use by SCE to use in SCE's relocation design.
- Identify and coordinate with the utility companies for verification of existing utilities, potential conflicts, utility upgrades, etc.
- In conjunction with the City, schedule a time to perform the necessary research of the record drawings that include the waterlines, sanitary sewer and storm drain lines within the project locations.
- Prepare and distribute Utility Notices to all affected agencies as identified through "Dig-Alert" and other field investigations.
- Provide preliminary notification and plans to the affected utility agencies for their review and comment.
- Monitor response of utility notices received for the project and provide recommendations for mitigating conflicts through the use of a detailed utility coordination log.

- Provide notice and approved plans to affected utility agencies requesting them to coordinate for potential upgrades, adjustments, and/or relocations.
- Conduct a thorough field review of Sepulveda to verify as -built plans provided by the City and/or acquired from the (LACDPW) against field conditions.
- Verify storm drain/catch basin information from Los Angeles County Department of Public Works (LACDPW) against field conditions for relocations of storm drain system.
- Coordinate with LACDPW for existing information relating to Dominguez Channel and the bridge over it.

Phase 2 – Design Development

RKA's approach to complete this project successfully includes preparing a good and well thought out engineering plan as well as a design that is cost effective, fully executable in the field and has the least impact on the public. Based upon the experience RKA has in preparing street reconstruction plans similar to this project, RKA proposes to establish a submittal sequence to effectively utilize time and budget. In addition, the design development phase will only commence after City approval of the proposed alignment developed from the existing design. Therefore, a submittal sequence of 85% and 100% (construction documents) would make the most effective use of the City resources for this project.

These tasks will involve the progression of submittal of the 85% design submittal. The submittal will require the review and comment on the design by the City. Coordination with project stakeholders (i.e. SCE, etc.) of the design will continue to ensure full cooperation of the project throughout the design stages. For conformance with design standards, all plan submittals will be in 20 scale (1 inch = 20 feet), with the exception of signing and striping (40 scale) and traffic control 1"=60'. Following are some of the key tasks associated with this phase of development:

Task 4 - Preliminary Design

Upon compiling the data received from research of existing plans prepared by Moffat and Nichol, understanding the City's goals, and completion of the field survey, RKA will prepare a preliminary alignment for widened and reconfigured Sepulveda. Following are some of the included tasks:

Street

- Street improvement plans that detail out the relocated curb and gutter as well as an evaluation of all existing ramps within the project limits for ADA compliance.
- Prepare a layout plan that includes sidewalks, curb ramps, travel lanes and medians.
- The ultimate lane configuration for the project will be determined and laid out during this phase. The lane configuration (three lanes in each direction) will be incorporated based upon the information requested in the Request for Proposals.
- A preliminary right of way map identifying the parcels that will require right of way take by the City will be presented during this phase (estimated to be three parcels.)

Bridge

- The existing structural design ill be reviewed and updated for seismic code compliance.

Street Lighting and Traffic Signal

- Prepare preliminary design to begin coordination of relocation design by SCE for street lighting.
- Selection of street light types to identify the poles, arms and luminaire will be presented.
- Develop lighting design parameters associated with the selected lights.
- The existing traffic signal improvements will require modification due to the widening and reconfiguration of the intersection with Alameda. The location of the relocated traffic signal poles and major equipment will be identified to minimize the possibility of conflicts with existing obstructions.

Engineer's Construction Cost Estimate

- Prepare a preliminary Engineer's Construction Cost Estimate based upon preliminary quantities and the possible alternatives discussed in the schematic level of design.

Task 5 - Engineering Design (85% Submittal)

This task of the project will follow the same procedures as set for in Task 4 - Preliminary Design, however, are intended to follow the natural progression of the project. This task will include the further development of the plans, along with additional coordination with project stakeholders to facilitate the successful design for the street widening, traffic

signal improvements, drainage improvements, landscape enhancements and utility coordination. Following are some of the key tasks associated with this phase of development:

Street

- The 85% design submittal will expand upon the preliminary design and will incorporate comments received from the City, as well as thorough in-house review. This submittal will be presented with the idea of sequence of the work in a manner acceptable to the City.
- Address issues related to commercial properties entrances and exits and property encroachment issues.
- At intersecting streets, additional survey will be obtained for a minimum of 200 feet north and south of Sepulveda. This will allow the existing north/south intersecting streets to be properly analyzed for drainage deficiencies and to ensure proper grade control joins.
- Finalize the properties that require right of way take in order to facilitate the ultimate design.
- Prepare legal description and plat maps for use by the City in obtaining the necessary right of way to coincide with widened street and parkway. These documents will be signed by a California Licensed Surveyor.

Bridge

- The bridge design will progress with conducting seismic analysis for revised loads and update the retaining wall design.

Street Lighting and Traffic Signal

- Prepare traffic signal design and street light plans and continue coordinating the design by SCE for relocating the overhead power lines.

Value Engineering

- Prior to each of the design development submittals, RKA will perform thorough in-house Quality Control as well as value engineering of the design.
- RKA will develop cost savings options and provide recommendations for the design features of the project (i.e., landscape and irrigation features, street lighting features, lane configuration, etc).

Phase 3 – Construction Documents

The construction documents will incorporate all of the comments and directions gathered from the City and other project stakeholders. The approval of the design development phase will identify the areas of focus needed prior to submitting the final construction documents. At this stage, it is anticipated that all coordination with project stakeholders will be completed. The result is to supply the City with a 100% accurate biddable package to execute the well thought out design. A further itemized scope of services that will provide the detail of work expected in this phase of the project follows.

Task 6 – Improvement Plan (Construction Documents)

- Prepare final construction plans for the street improvements, street light and traffic signal modifications, signing and striping, landscape improvements (median) and traffic control plans.
- All of the improvement plans shall contain the appropriate information to allow full construction of the designed improvements. The sheets will contain some of the following, but not limited to:
  - Construction notes
  - Utility listings and improvements (relocations)
  - Existing improvements
  - Building locations
  - Existing hardscape
  - Widened locations
- The traffic signal modifications within the project limits will be designed to meet the latest standards set forth by the California Manual of Uniform Traffic Control Devices and the City of Carson.
- The signing and striping plans will be completed as part of this design phase and will be a fully dimensioned and scaled plan that encompasses the revised street configuration.
- The traffic control plans will be prepared to show the proposed phased construction of the project. There are three main goals in the preparation of traffic control plans: provide a safe environment for the motoring public and the construction crews; minimize the disruption to normal traffic patterns to the extent possible; and phase

the project to provide for an efficient construction process. In addition to designing with these goals in mind, the traffic control plans will be prepared in accordance with the latest edition of the California Manual of Traffic Control Devices.

Task 7 - SWPPP Preparation

Although not specifically requested in the RFP, the preparation of a State SWPPP is required for this project, which will necessitate the preparation of a Notice of Intent to be filed with the California State Water Resources Control Board. At the termination of the project, a Notice of Termination will be filed with the same agency to signify the completion of the project. The SWPPP will be based upon the Construction General Permit Order 2009-0009-DWQ (and amended by Order No. 2010-0014-DWQ). The preparation of the SWPPP will include the document report (based upon the information provided by CASQA.org) and an erosion control plan, based upon the street improvement plans, and is prepared by a Qualified SWPPP Developer (QSD) per the regulations of this order.

Task 8 - Engineer's Quantity and Cost Estimate/Construction Specifications

- Prepare final detailed construction specifications in accordance with the City's Standard Plans and "Boiler Plate" specifications, the Standard Plans for Public Works Construction (Green Book); and the federally funded project format.
- Prepare final quantity and cost estimates in tabular form for the proposed improvements following the guidelines and requirements set forth by the City.
- The City will be the owner of all original drawings, documents, and digital information, and therefore, at the completion of the project, digital copies of all generated documents and drawings will be provided to the City.

Phase 4 – Engineering Support During Bidding and Construction

RKA will assist the City with ensuring smooth bidding and construction phases. A further itemized scope of services that will provide the detail of work expected to be provided in the task of the project follows.

Task 9– Bid and Construction Support

- During the project bidding, RKA will provide interpretation to the plans and technical specifications that may arise.
- If addenda are deemed necessary by the City, RKA will provide revisions to the affected documents and assist the City with clearly conveying the revisions.
- During the bidding process, RKA will coordinate the pre-bid site visit, attend the bid opening, evaluate the bid results and perform the necessary research of references of the apparent lowest responsible and responsive bidder.
- RKA will attend the pre-construction meeting conducted by City staff to provide answers to any design related questions on the project.
- During construction, RKA will review RFIs and submittals and provide a written response within three (3) business days of receipt.
- RKA will maintain detailed project records of all RFIs, submittals and change order requests to assist the City with any potential audits from funding sources (i.e., Caltrans).
- If, during the course of the construction, errors or omissions are discovered in any of the plans, detail sheets, or estimates which RKA provided, RKA will make all necessary corrections and furnish the corrected product to the City, within a reasonable time to be specified by the City to avoid or minimize construction delays at no cost of the City.

Task 10 – Post Construction/Project Close-out

- Attend final punch list site inspection, follow up preparation of punch list and attend punch list verification walk.
- Ensure all close-out issues with project stakeholders for each phase of construction have been addressed.
- Assemble project records for submittal to the City.
- RKA will incorporate all red-line comments prepared by the Contractor and project inspector and prepare final ink on Mylar "as-built" record plans. In addition, RKA will provide electronic as-built plans on CD or DVD in an acceptable format to the City. The as-built drawings shall be approved by the City's Construction Manager prior to the project completion.

Project Deliverables

The following are deliverables for Phase 1:
Preliminary Engineering Services:

- Copies of utility notices.
- Base Map
- Preliminary alignment
- Updated schedule

The following are deliverables for Phase 2:
Design Development:

- Design development plans, specifications and cost estimates for the project.

The following are deliverables for Phase 3 :
Construction Documents:

- 100% improvement plan preparation, including final specifications and cost estimates (one set of reproducible Mylars, one bond copy of the signed plans, one copy of the approved specifications, one copy of the final construction cost estimate, and one electronic copy of the completed design products).
- Completed SWPPP

The following are the deliverables for the Phase 4:
Engineering Support During Bidding and Construction:

- Preparation and advertising of bid notices for construction.
- Preparation of "as-built" plans from the red line mark ups.

Optional Tasks

The following tasks are not requested in the RFP prepared by the City, however, based upon the experience RKA has gained in performing these projects, should be considered by the City.

Optional Task A – Median Landscape Design Services

- Prepare a preliminary landscape concept for the medians along Sepulveda. This will include full colored perspective sketch views of streetscape improvements at two loca-

tions, based upon photos obtained in the field (before and after).

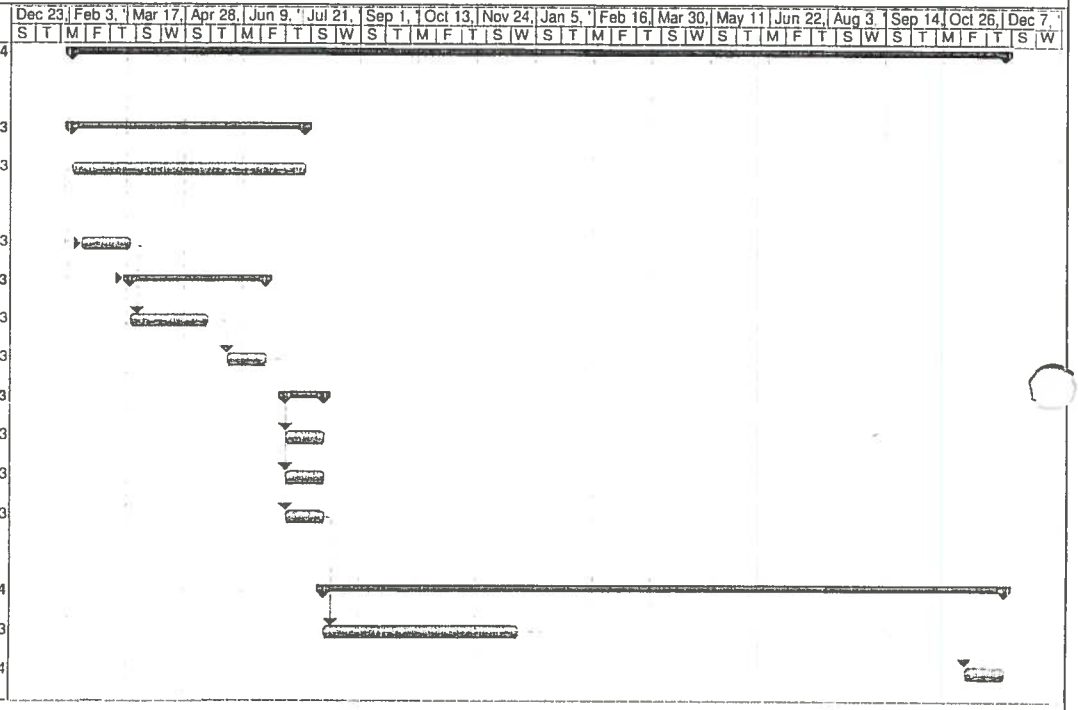
- Plant material boards will be provided for review by City staff, including tree and groundcover, as well as xeriscape options for the medians.
- Prepare planting and irrigation plans based upon the concepts provided in the preliminary design phase.
- Utilization of alternative methods to supply power to the medians will be incorporated (i.e., solar powered controls).
- The landscape and irrigation plans will resolve the service locations for water and power and will incorporate all of the planting recommendations throughout the design process.

Optional Task B – Right of Way Acquisition Services

- Right of Way acquisition services may be required in order to provide the full sidewalk width on the south side of Sepulveda Boulevard. Therefore, if requested by the City, RKA can provide the necessary negotiation and acquisition services (including preparation of legal description and exhibits) for up to three (3) parcels along the south side of Sepulveda Boulevard. Due to the uncertainty of the scope of negotiations and acquisition involved, the fee proposed is for budgetary purposes and will be billed on a time and materials basis.

City of Carson
Sepulveda Blvd. Widening Project

ID	Task Name	Duration	Start	Finish
1	**CITY OF CARSON - SEPULVEDA BLVD. WIDENING PROJECT**	**480 days**	**Wed 2/6/13**	**Tue 12/9/14**
2	**PHASE 1 - PRELIMINARY ENGINEERING SERVICES**	**120 days**	**Wed 2/6/13**	**Wed 7/24/13**
3	TASK 1 - PROJECT KICK-OFF, RESEARCH AND PROJECT MANAGEMENT	24 ewks	Wed 2/6/13	Wed 7/24/13
4	TASK 2 - DESIGN SURVEY	5 ewks	Tue 2/12/13	Tue 3/19/13
5	**PHASE 2 - DESIGN DEVELOPMENT**	**70 days**	**Tue 3/19/13**	**Tue 6/25/13**
6	TASK 4 - PRELIMINARY DESIGN	8 ewks	Tue 3/19/13	Tue 5/14/13
7	TASK 5 - ENGINEERING DESIGN (85% SUBMITTAL)	4 ewks	Tue 5/28/13	Tue 6/25/13
8	**PHASE 3 - CONSTRUCTION DOCUMENTS**	**20 days**	**Tue 7/9/13**	**Tue 8/6/13**
9	TASK 6 - IMPROVEMENT PLANS (CONSTRUCTION DOCUMENTS)	4 ewks	Tue 7/9/13	Tue 8/6/13
10	TASK 7 - SWPPP PREPARATION	4 ewks	Tue 7/9/13	Tue 8/6/13
11	TASK 8 - ENGINEERING QUANITITY AND COST ESTIMATE/CONSTRUCTION SPECIFICATIONS	4 ewks	Tue 7/9/13	Tue 8/6/13
12	**PHASE 4 - ENGINEERING SUPPORT DURING BIDDING AND CONSTRU**	**350 days**	**Tue 8/6/13**	**Tue 12/9/14**
13	TASK 9 - BID AND CONSTRUCTION SUPPORT	20 ewks	Tue 8/6/13	Tue 12/24/13
14	TASK 10 - POST CONSTRUCTION/PROJECT CLOSEOUT	4 ewks	Tue 11/11/14	Tue 12/9/14



RKA CONSULTING GROUP
REVISED: Thu 12/13/12

Task — Project Summary ◆ — Summary

EXHIBIT "B"

Professional fees and rates

RKA CONSULTING GROUP

CITY OF CARSON
SEPULVEDA BOULEVARD WIDENING

	Project Principal $170/hr	Project Manager $140/hr	Project Engineer $115/hr	Administration $60/hr	Sub-Consultants: Right of Way Services (Optional)	Sub-Consultants: Landscape Architecture Services (Optional)	Sub-Consultants: Survey Services	Total Fee
Phase 1 - Preliminary Engineering Services								
Task 1 - Project Kick-off, Research and Project Management	8	16	8	0				
Task 2 - Design Survey	4	8	0	0			$8,000	
Task 3 - Utility Research and Coordination	16	24	32	0				
Phase 1 Subtotal Hours	**28**	**48**	**40**	**0**				
Phase 1 Subtotal Fee	**$4,760**	**$6,720**	**$4,600**	**$0**	**$0**	**$0**	**$8,000**	**$24,080**
Phase 2 - Design Development								
Task 4 - Preliminary Design	20	130	140	0				
Task 5 - Engineering Design (85% Submittal)	20	130	140	0	$0			
Phase 2 Subtotal Hours	**40**	**260**	**280**	**0**				
Phase 2 Subtotal Fee	**$6,800**	**$36,400**	**$32,200**	**$0**	**$0**	**$0**	**$0**	**$75,400**
Phase 3 - Construction Documents								
Task 6 - Improvement Plans (Construction Documents)	20	40	40	8	$0			
Task 7 - SWPPP Preparation	12	32	16	0	$0			
Task 8 - Engineer's Quantity and Cost Estimate/Construction Specifications	8	24	12	12	$0			
Phase 3 Subtotal Hours	**40**	**96**	**68**	**20**	**0**			
Phase 3 Subtotal Fee	**$6,800**	**$13,440**	**$7,820**	**$1,200**	**$0**	**$0**	**$0**	**$29,260**
Phase 4 - Engineering Support During Bidding and Construction								
Task 9 - Bid and Construction Support	6	16	8	0	*$0*			
Task 10 - Post Construction/Project Close-out	4	24	16	0				
Phase 4 Subtotal Hours	**10**	**40**	**24**	**0**	**0**			
Phase 4 Subtotal Fee	**$1,700**	**$5,600**	**$2,760**	**$0**	**$0**	**$0**	**$0**	**$10,060**
Total Labor Hours	**118**	**444**	**412**	**20**				
Total Fee	**$20,060**	**$62,160**	**$47,380**	**$1,200**	**$0**	**$0**	**$8,000**	**$138,800**
Total (Not Including Optional Tasks)								**$138,800**
Optional Services								
Optional Task A (Median Landscape Design)	2	4	0	0		*$12,000*		
Optional Task B (Right of Way Acquisition, 3 parcels)	8	16	20	0	*$30,000*			
Phase 4 Subtotal Hours	**10**	**20**	**20**	**0**	**0**			
Phase 4 Subtotal Fee	**$1,700**	**$2,800**	**$2,300**	**$0**	**$30,000**	**$12,000**	**$0**	**$48,800**
Total of Optional Tasks								**$48,800**
Grand Total (Including Optional Tasks)								**$187,600**

HOURLY RATE SCHEDULE*

Project Principal	$	170.00
Project Manager	$	140.00
Project Engineer	$	115.00
Administrative/Clerical	$	60.00

- All charges for subcontracted services will be in the same amounts as actually invoiced to and paid by RKA Consulting Group, plus a 15% markup.

- All charges for reimbursable expenses, such as reproductions, will be billed at direct cost, plus a 15% markup.

* RKA recalibrates its billing rates for professional time each calendar year and reserves the right to raise the billing rate for one or more professional categories by no more than 3% once in twelve calendar months.

EXHIBIT C

PROFESSIONAL LIABILITY
SPECIAL ENDORSEMENT
CITY OF CARSON

NAME AND ADDRESS OF INSURED:

General description of agreement(s) and/or activity(s) insured

This policy shall not be subject to cancellation except after notice in writing shall have been sent not less than thirty (30) days prior to the effective date thereof by certified mail, return receipt requested, addressed to Risk Management, City of Carson, Post Office Box 6234, Carson, California 90749.

The Company agrees to waive all rights of subrogation against the City of Carson, its elected officials, officers, agents and employees.

Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

Endorsement No._____

Effective Date:_____

Policy No._____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 1/21/2013

PRODUCER
Dealey, Renton & Associates
P. O. Box 10550
Santa Ana CA 92711-0550

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut CA 91789

INSURER A: Travelers Property Casualty Co of Ameri
INSURER B: Travelers Indemnity Co. of Connecticut
INSURER C: American Automobile Ins. Co.
INSURER D: Travelers Casualty & Surety Co. America
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	6804848L062	9/1/2012	9/1/2013	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BA4903L96A	9/1/2012	9/1/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZP81003063	9/1/2012	9/1/2013	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	OTHER Professional Liability Claims Made	105673474	9/1/2012	9/1/2013	Per Claim Annual Aggr.	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
General Liability policy excludes claims arising out of the performance of professional services.
Project #675; Sepulveda Boulevard Widening
City of Carson is Additional Insured as respects to General Liability coverage as required by written contract.
Coverage afforded the Additional Insured is Primary and Non-Contributory as respects to General Liability coverage.
Waiver of Subrogation included in Work Comp. coverage as required by written contract.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____ | **CANCELLATION** 10 Day Notice for Non-Payment

City of Carson
Attn: Mr Farrokh Abolfathi
701 E. Carson Street
Carson CA 90745

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Workers' Compensation and Employers' Liability Insurance Policy
Waiver of Our Right to Recover From Others Endorsement - California
WC 04 03 06

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: RKA Consulting Group

Policy Number WZP81003063

Producer: Dealey, Renton & Associates

Effective Date 1/21/2013

Schedule

Person or Organization

City of Carson
Attn: Mr Farrokh Abolfathi
701 E. Carson Street
Carson CA 90745

Job Description

General Liability policy excludes claims arising out of the performance of professional services.
Project #675; Sepulveda Boulevard Widening
City of Carson is Additional Insured as respects to General Liability coverage as required by written contract. Coverage afforded the Additional Insured is Primary and Non-Contributory as respects to General Liability coverage. Waiver of

Additional Premium %

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a.** of **4. Other Insurance** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** in **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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