



CITY OF INGLEWOOD
OFFICE OF THE CITY MANAGER/EXECUTIVE DIRECTOR



DATE: November 5, 2019

TO: Mayor and Council Members
Chairman and Successor Agency Members

FROM: Public Works Department

SUBJECT: Design and Construction Support Services By AECOM for Project P212

RECOMMENDATION:

It is recommended that the Mayor/Chairman and Council Members /Successor Agency Members award a contract and approve a one (1) year agreement with AECOM Technical Services Inc., the design engineer of record, to provide Design and Construction Support Services for the Century Boulevard Mobility Improvements (Project P212), in the amount of \$142,888. (Tax Exempt Bond Funds).

BACKGROUND:

On October 13, 2015, the Mayor/Chairman and Council/Successor Agency Members approved Agreement No. 16-017 with AECOM Technical Services Inc. (AECOM) to provide design and construction support for the Century Boulevard Mobility Improvement Project (Project P212). AECOM is the project engineer of record that completed preliminary engineering studies, project design plans, specifications, and cost estimates, and prepared the construction bid documents.

On August 15, 2017, the Mayor/Chairman and Council/Successor Agency Members approved Amendment No. 1 to Agreement No. 16-017 with AECOM to continue design and construction services for Project P212. The agreement term date was April 13, 2019.

On September 22, 2015, the Mayor/Chairman and Council/Successor Agency Board approved a construction contract agreement with All American Asphalt for construction of Project P212, Phase 1. Construction was completed in the spring of 2018.

On July 17, 2018, the Mayor/Chairman and Council/Successor Agency Board approved a construction agreement with Excel Paving Company for construction of Project P212, Phase 2. Construction started in October 2018 and is scheduled to be completed by February 2020.

Project P212 consists of re-construction along three miles of Century Boulevard from the western City limit at La Cienega Boulevard to the eastern City limit at Van Ness Avenue. The project will improve roadway surface conditions, streetscape, traffic, and pedestrian safety, reduce traffic congestion, upgrade traffic signal and lighting and improve stormwater detention.

9 & CSA-2.

The project is currently being constructed in two phases and four sub-projects, namely:

- Project 1: La Cienega Boulevard to Felton Avenue
- Project 2: Felton Avenue to Inglewood Avenue
- Project 3: Inglewood Avenue to Doty Avenue
- Project 4: Doty Avenue to Van Ness Avenue

Phase 1 was completed in the spring of 2018 and consists of Projects 1, 2 and 4. Phase 2 comprises of Project 3 and is currently under construction and scheduled to be completed in February 2020.

DISCUSSION:

As the design engineering firm of record, AECOM is the most qualified firm to perform construction support services relating to the design. These services will include:

1. Attend project meetings
2. Respond to Request for Information (RFI) and Request for Change (RFC)
3. Change order support
4. Plat and legal services related to the right of way acquisitions
5. Off-site survey adjustments

The recommended amount of \$142,888 is the balance remaining on Agreement No. 16-017. The Agreement No. 16-017 term date was April 13, 2019. Therefore, the issuance of a new agreement is required. The term for the new agreement is one year to allow AECOM to remain under contract through October 2020 to assist as needed with project closeout.

FINANCIAL/FUNDING ISSUES AND SOURCES

Tax-exempt bond funding in the amount of thirty-six million (\$36M) dollars has been identified by the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency (Agency) for expenditure towards the completion of street rehabilitation projects including Century Boulevard (≈\$30M, initial estimate) Imperial Highway (≈\$3.5M) and Prairie Avenue (≈\$2.5M). Actual bond funding amounts for project expenditures are approved in six month increments pursuant to Recognized Payment Obligation Schedules (ROPS) submitted by the Agency to the California Department of Finance (DOF) for approval.

Funding requests are prepared by Public Works in six-month increments and forwarded to the Agency for submittal of ROPS to DOF in sufficient amounts to ensure completion of services in support of Project P212.

Sufficient balance of Successor Agency ROPS tax-exempt bond funds is available for the proposed agreement.

Upon approval by the Mayor/Chairman and Council/Successor Agency Board Members of the proposed agreement, Public Works staff will issue to the Consultant a Notice-To-Proceed (NTP) for services to commence and continue through project completion and closeout date.

Successor Agency ROPS Tax-Exempt Bond Funds for Design Construction Services

| Account Code | Description | Contract Amount |
|--------------------|---|-----------------|
| 190-100-P212-44860 | Successor Agency RDA(ROPS)-Capital Projects-Century Blvd Mobility Improvement Project | \$142,888 |

LEGAL REVIEW VERIFICATION: YP

Administrative staff has verified that the legal documents accompanying this report have been reviewed and approved by, the Office of the City Attorney/General Counsel.

BUDGET REVIEW VERIFICATION: YP

Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by, the Budget Division.

FINANCE REVIEW VERIFICATION: YP

Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by, the Finance Department.

DESCRIPTION OF ANY ATTACHMENTS:

Attachment No. 1 - Consultant Acceptance Letter
Attachment No. 2 - Agreement

APPROVAL VERIFICATION SHEET

PREPARED AND REVIEWED BY:

Louis A. Atwell, P.E., Assistant City Manager/Public Works Director
Joi L. Aldridge, Management Assistant to the Director
Eloy Castillo, P.E., Principal Civil Engineer
Albert Mendoza, Senior Transportation Engineer
Robert M. Braden, Management Consultant

COUNCIL PRESENTER:

Louis A. Atwell, P.E., Assistant City Manager/Public Works Director

**DEPARTMENT HEAD/
ASSISTANT CITY MANAGER APPROVAL:**


Louis A. Atwell, Asst. City Mgr./PW Director

CITY MANAGER APPROVAL:


Artie Fields, City Manager

ATTACHMENT NO. 1

September 27, 2019

Mr. Eloy del Castillo
Principal Civil Engineer
City of Inglewood

Re: AECOM Contract Agreement No. 16-017 for design and construction support services for the Century Blvd. Mobility Improvement Project – Contract Agreement Extension

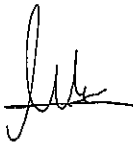
Dear Mr. Castillo:

I'm writing in response to your request to confirm AECOM acceptance on the following:

- New one (1) year agreement
- Maintain original proposal amount and rates

Per your request, AECOM will hold on any further services until new agreement is approved, unless absolutely required to prevent project delays.

Sincerely,



Marlen Alfonso
Project Manager

ATTACHMENT NO. 2

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AGREEMENT NO.: _____

THIS AGREEMENT is made and entered into this _____ day of _____, 2019, by and among the CITY OF INGLEWOOD (the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; the CITY OF INGLEWOOD AS THE SUCCESSOR AGENCY OF THE FORMER INGLEWOOD REDEVELOPMENT AGENCY, a public entity created under Part 1.85 of Assembly Bill No.: 26 (1st Ex. Sess.), as amended ("AB X1 26") and set forth in California Health and Safety Code Sections 34170 through 34191 (the "Agency"), and AECOM TECHNICAL SERVICES, INC., (the "Consultant") a California corporation with a place of business located at 515 South Flower Street, Suite 1050, Los Angeles, California 90071.

RECITALS

WHEREAS, the City has been upgrading Century Boulevard, known as the Century Boulevard Mobility Improvement Project, from City limit to City limit for a number of years; and

WHEREAS, funding for said upgrades has come from various sources; and

WHEREAS, the entire Century Boulevard project upgrade was divided into two phases; and

WHEREAS, phase one consisted of projects 1, 2 and 4 between La Cienega Boulevard and Inglewood Avenue and Doty Avenue and Van Ness Avenue; and

WHEREAS, phase two consists of project 3, the final portion on the entire boulevard; and

WHEREAS, the Consultant was and is the City's designer and engineer of record for the entire length of the project (both phases); and

WHEREAS, pursuant to such project work the City and Consultant previously entered into Agreement **No.: 16-017**, on or about October 13, 2015, as amended on August 15, 2017, (the "Prior Agreement"); and

WHEREAS, the Prior Agreement expired on April 13, 2019, before completion of the work on the project by Consultant; thus, requiring the need for the parties to enter into this

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ARTICLE 4 – CITY’S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 5 – TERM

The Term of this Agreement shall expire 11:59 pm, October 29, 2020.

ARTICLE 6 – COMPENSATION

1. Consultant shall be paid for all services, including but not limited to overhead and profit and pursuant to Exhibit “B,” up to one hundred forty-two thousand eight hundred and eighty-eight dollars (\$142,888), for work faithfully performed.
2. Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.
3. Fees in Article 6 of this Agreement represent full compensation for Consultant’s services rendered and include all compensation for any expenses incurred by Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.
4. Consultant shall invoice City within ten (10) working days after the termination of this Agreement. City shall pay Consultant in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing Consultant’s invoices.
5. All invoices shall contain:
 - a. date of invoice;
 - b. sequential invoice number;
 - c. City Agreement number;
 - d. project code number and title;
 - e. description of services billed under this invoice;
 - f. position title and hours worked;

1 In the event of such termination, the City shall pay the Consultant an amount which
2 equitably reflects the proportion of work completed by the Consultant, provided that in no
3 event shall the compensation paid pursuant to this paragraph exceed the amount which would
4 have been payable pursuant to Article 6 of this Agreement.

5 **ARTICLE 9 – NOTICES**

6 Any notice given pursuant to this Agreement shall be deemed received and
7 effective on the date personally delivered or, if mailed, five (5) days after deposit of the same
8 in the custody of the United States Postal Service, when properly addressed, posted and
9 deposited in the United States mail addressed to the respective Parties as follows:

10 **CITY:**

11 Yvonne Horton,
12 City Clerk
13 City of Inglewood
14 One Manchester Boulevard
15 Inglewood, California 90301-1750

CONSULTANT:

Stephen Polechronis,
Senior Vice-President
AECOM Technical Services, Inc.,
515 South Flower Street, Suite 1050
Los Angeles, California 90071

16 **WITH COPY TO:**

17 Public Works Director,
18 One Manchester Boulevard
19 Inglewood, California 90301-1750

AGENT FOR SERVICE OF PROCESS

C.T. Corporation System
818 West Seventh Street, Suite 930
Los Angeles, California 90017

20 Consultant may from time to time designate another address, addressee or Agent for
21 Service of Process and shall, in such instances, notify City in writing within ten (10) calendar
22 days of such designation. Notwithstanding any contrary language in this Agreement, changes,
23 modifications, updates or amendments to any name, title or address in this Article shall not
24 require City Council action.

25 **ARTICLE 10 – INSURANCE REQUIREMENTS**

26 Consultant shall procure and maintain for the duration of the contract insurance
27 against claims for injuries to persons or damages to property which may arise from or in
28 connection with the performance of the work hereunder by the Consultant, his agents,
representatives, employees or subcontractors. The cost of such insurance shall be borne by
the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may
be treated by City as a material breach of contract.

1 **Minimum Limits of Insurance**

2 Consultant shall maintain these policies during the course of this Agreement and shall
3 cause all parties supplying services, labor, or materials to maintain the following insurance in
4 amounts not less than those specified below:

- 5 1. General Liability (Including General Liability (Including operations, products and
6 completed operations): **\$1,500,000** per occurrence for bodily injury, personal
7 injury and property damage. If Commercial General Liability Insurance or other
8 form with a general aggregate limit is used, either the general aggregate limit shall
9 apply separately to this project/location or the general aggregate limit shall be
10 twice the required occurrence limit.
- 11 2. Automobile Liability: **\$1,500,000** per accident for bodily injury or property damage.
- 12 3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
- 13 4. Errors and Omissions Liability: **\$1,000,000** per occurrence.
 - 14 a. The "Retro Date" must be shown, and must be before the date of the
15 contract or beginning of contract work.
 - 16 b. Insurance must be maintained and evidence of insurance must be
17 provided for at least five (5) years after completion of the contract work.
 - 18 c. If coverage is canceled or non-renewed and not replaced with another
19 claims-made policy form with a "Retro Date" prior to the contract effective
20 date, the Consultant must purchase "extended reporting" coverage for a
21 minimum of five (5) years after completion of contract work.
 - 22 d. A copy of the claims reporting requirements must be submitted to the
23 City for review.

24 **Deductibles and Self-Insured Retentions**

25 Any deductibles or self-insured retentions must be declared to and approved by the
26 Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce or
27 eliminate such deductibles or self-insured retentions with respects to the City, its officers,
28 officials, employees and volunteers; or the Consultant shall provide a financial guarantee

1 satisfactory to the Inglewood City Attorney's Office guaranteeing payment of losses and
2 related investigations, claims administration and defense expenses.

3 **Other Insurance Provisions**

4 The general liability policy and automobile liability policy are to contain, or be endorsed to
5 contain, the following provisions:

- 6 1. The City of Inglewood, its officers, officials, employees and volunteers are to be
7 covered as insureds with respect to liability arising out of automobiles owned,
8 leased, hired or borrowed by or on behalf of the Consultant; and with respect to
9 liability arising out of work or operations performed by or on behalf of the
10 Consultant including materials, parts or equipment furnished in connection with
11 such work or operations. General insurance, liability coverage can be provided in
12 the form of an endorsement to the Consultant's insurance, or as a separate owner's
13 policy.
- 14 2. For any claims related to this project, the Consultant's insurance coverage shall be
15 primary insurance with respect to the City, its officers, officials, employees and
16 volunteers. Any insurance or self-insurance maintained by the City, its officers,
17 officials, employees or volunteers shall be in excess of the Consultant's insurance
18 and shall not contribute to it.
- 19 3. Each insurance policy required by this clause shall be endorsed to state that
20 coverage shall not be canceled by either party, except after thirty (30) days prior
21 written notice has been given to the City by certified mail, return receipt requested.
- 22 4. Coverage shall not extend to any indemnity coverage for the active negligence of
23 the additional insured in any case where an agreement to indemnify the additional
24 insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

25 **Acceptability of Insurers**

26 Insurance is to be placed with insurers with a current A.M. Best's rating of no less than

27 A, VII.

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1 **Verification of Coverage**

2 Consultant shall furnish the City of Inglewood with original certificates and amendatory
3 endorsements affecting coverage required by this clause. All certificates and endorsements
4 are to be received and approved by the Inglewood City Attorney's Office before work
5 commences. The City reserves the right to require complete, certified copies of all required
6 insurance policies, including endorsements effecting the coverage required by these
7 specifications at any time.

8 **Subcontractors**

9 Consultant shall include all subcontractors as insureds under its policies or shall furnish
10 separate certificates and endorsements for each subcontractor. All coverages for
11 subcontractors shall be subject to all of the requirements stated herein.

12 **ARTICLE 11 – INDEMNIFICATION**

13 Consultant shall indemnify and hold harmless the City and its officers, employees and
14 volunteers from and against all claims, damages, losses and expenses including attorney fees
15 arising out of the performance of the work described herein, to the extent caused in whole or
16 in part by any negligent act or omission, recklessness or willful misconduct of the Consultant,
17 any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose
18 acts any of them may be liable, except where caused by the active negligence, sole negligence,
19 or willful misconduct of the City.

20 If any action or proceeding is brought against Indemnitees by reason of any of the
21 matters against which Consultant has agreed to indemnify Indemnitees as provided above,
22 Consultant, upon notice from the City, shall defend Indemnitees at Consultant's expense by
23 counsel acceptable to the City, such acceptance not to be unreasonably withheld.
24 Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled
25 to indemnification in order to be so indemnified. The insurance required to be maintained by
26 the Consultant under this Article shall ensure Consultant's obligations under this section, but
27 the limits of such insurance shall not limit the liability of the Consultant hereunder. The
28 provisions of this Article shall survive the expiration or earlier termination of this Agreement

1 and shall exist for four (4) years beyond the termination or completion of Consultant's work.

2 **ARTICLE 12 – AUDIT**

3 Consultant shall maintain any and all records or documents pursuant to this
4 Agreement, and the same shall be made available for inspection, audit and copying, at any
5 time during regular business hours, upon written request by City or its designated
6 representatives. Copies of such documents or records shall be provided directly to the City for
7 inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is
8 mutually agreed upon, such documents and records shall be made available at City's address
9 indicated for receipt of notices in this Agreement.

10 **ARTICLE 13 – BOOKS AND RECORDS**

11 Consultant shall maintain any and all documents and records demonstrating or relating
12 to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain
13 any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents
14 or records evidencing or relating to work, services, expenditures and disbursements charged
15 to City pursuant to this Agreement. Any and all such documents or records shall be
16 maintained in accordance with generally accepted accounting principles and shall be
17 sufficiently complete and detailed so as to permit an accurate evaluation of the services
18 provided by Consultant pursuant to this Agreement. Any and all such documents or records
19 shall be maintained to the extent required by laws relating to audits of public agencies and
20 their expenditures.

21 **ARTICLE 14 – OWNERSHIP OF DOCUMENTS**

22 All documents provided by the City to the Consultant to assist in the provision of the
23 services contemplated by this Agreement, as well as all documents prepared, developed or
24 discovered by the Consultant in the course of providing any services pursuant to this
25 Agreement including but not limited to plans, drawings, sketches, original studies, surveys,
26 reports, data, notes, computer files, files and all other documents are and shall remain the sole
27 property of the City and may be used, reused or otherwise disposed of by the City without the
28 permission of the Consultant. Upon completion, expiration or termination of this Agreement,

1 the Consultant shall give the City all such documents, including but not limited to plans,
2 drawings, sketches, original studies, surveys, reports, data, notes, computer files, files and all
3 other such documents. All plans and specifications prepared under this Agreement shall
4 become the property of the City upon completion of the work or termination of the
5 Agreement.

6 **ARTICLE 15 – INDEPENDENT CONTRACTOR**

7 Consultant enters into this Agreement as an independent contractor and not as an
8 employee of the City. Consultant shall have no power or authority by this Agreement to bind
9 the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with
10 this relationship or status. All employees, agents, contractors or subcontractors hired or
11 retained by the Consultant are employees, agents, contractors or subcontractors of the
12 Consultant and not of the City. The City shall not be obligated in any way to pay any wage
13 claims or other claims made against Consultant by any such employees, agents, contractors, or
14 subcontractors, or any other person resulting from performance of this Agreement. City shall
15 not have the right to direct and control the manner and means in which the Consultant carries
16 out the work contemplated by this Agreement. City shall not train nor provide instruction to
17 the Consultant for the carrying out of the services contemplated by this Agreement.

18 **ARTICLE 16 – NON-ASSIGNABILITY**

19 The expertise and experience of the Consultant are material considerations for this
20 Agreement. The City has an interest in qualifications of and capability of the Consultant which
21 will fulfill the duties and obligations imposed under this Agreement. In recognition of that
22 interest, the Consultant shall not assign or transfer this Agreement or any portion of this
23 Agreement or the performance of any of the Consultant's duties or obligations under this
24 Agreement without the prior written consent of the City. Any attempted unauthorized
25 assignment shall be ineffective, null and void, and shall constitute a material breach of this
26 Agreement entitling the City to any and all remedies at law or in equity, including summary
27 termination of this Agreement. The Consultant shall not assign any interest in this Agreement
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1 and shall not transfer any interest in the same whether by assignment or novation, without
2 prior written approval of the City.

3 **ARTICLE 17 – EQUAL EMPLOYMENT**

4 Consultant agrees that during the performance of this Agreement, it will not
5 discriminate against any employee or applicant for employment because of race, color,
6 religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap,
7 medical condition or marital status.

8 **ARTICLE 18 – CHANGES, AMENDMENTS AND MODIFICATIONS**

9 No change, amendment or modification to this Agreement shall be effective unless in
10 writing and signed by the Parties hereto.

11 **ARTICLE 19 – SEVERABILITY**

12 In the event that any condition or covenant herein is held to be invalid or void by any
13 court of competent jurisdiction, the same shall be deemed severable from the remainder of
14 the Agreement and shall in no way affect any other covenant or condition herein contained as
15 long as the invalid provision does not render the Agreement meaningless with regard to a
16 material term in which event the entire Agreement shall be void. If such condition, covenant,
17 or other provision shall be deemed invalid due to its scope or breadth, such provision shall be
18 deemed valid to the extent the scope or breadth is permitted by law.

19 **ARTICLE 20 – WAIVER**

20 Waiver by any party to this Agreement of any term, condition, or covenant of this
21 Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by
22 any party of any breach of the provisions of this Agreement shall not constitute a waiver of any
23 other provision, nor a waiver of any subsequent breach or violation of any provision of this
24 Agreement. Acceptance by the City of any work or services by Consultant shall not constitute
25 a waiver of any of the provisions of this Agreement.

26 **ARTICLE 21 – ENTIRE AGREEMENT**

27 This Agreement is the entire, complete, final and exclusive expression of the Parties
28 with respect to the matters addressed therein and supersedes all other Agreements or

1 understandings, whether oral or written, entered into between the Consultant and the City
2 prior to the execution of this Agreement. No statements, representations or other
3 Agreements, whether oral or written, made by any party which are not embodied herein shall
4 be valid and binding unless in writing and duly executed by the Parties or their authorized
5 representatives.

6 **ARTICLE 22 – GOVERNING LAW; VENUE**

7 This Agreement shall be interpreted, construed and governed according to the laws of
8 the State of California. In the event of litigation between the Parties, venue in state trial courts
9 shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at
10 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United
11 States District Court, venue shall lie exclusively in the Central District of California, in Los
12 Angeles.

13 **ARTICLE 23 – MISCELLANEOUS**

14 The Parties waive any benefits from the principle of contra proferentem and
15 interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this
16 Agreement, or of any particular provision or provisions, and no part of this Agreement shall be
17 construed against any party on the basis that the particular party is the drafter of any part of
18 this Agreement.

19 This Agreement may be executed in counterparts, and when each party hereto has
20 signed and delivered at least one such counterpart, each counterpart shall be deemed an
21 original and, when taken together with the other signed counterparts, shall constitute one
22 Agreement, which shall be binding upon and effective as to all Parties hereto.

23 Article titles, paragraph titles or captions contained herein are inserted as a matter of
24 convenience and for reference, and in no way define, limit, extend, or describe the scope of
25 this Agreement or any provision hereof.

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**CITY OF INGLEWOOD AS
AGENCY TO THE INGLEWOOD
REDEVELOPMENT AGENCY**

AECOM TECHNICAL SERVICES, INC.

James T. Butts, Jr.,
Chairperson

Stephen Polechronis,
Senior Vice-President

ATTEST:

APPROVED AS TO FORM:

Yvonne Horton,
Agency Secretary

Kenneth R. Campos,
Agency General Counsel

APPROVED:

Royce K. Jones,
Kane Ballmer & Berkman,
Agency Special Counsel

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EXHIBIT “A”

Exhibit A – Scope of Services

Milestone 1.0 Phase 1 Design Support Services for Construction

Task 1.1 Construction Design Support

AECOM will provide “As-Needed” design support services for the completion of the Century Blvd. Phase 1 construction. AECOM will review Contractor SHOP Drawings submittal and provide design modifications to the contract plans and specifications to address changes in field conditions. AECOM will attend field meetings at the request of the construction manager for the sole purpose of assessing the field conditions prompting the need for the design support. This scope of services assumes the completion of the Phase 1 construction to be October 31, 2017.

Deliverables:

- Shop Drawing Review
- Design Modification Plans and Specification packages as needed.
- Field Meeting Attendance

Task 1.2 Response to RFI’s

AECOM will provide technical design support and response to Construction Manager and Contractor Request for Information (RFI) for the Phase 1 construction activity. AECOM will log all written requests, provide written responses, including exhibits and plan modifications, and review of Contractor material substitution requests. AECOM will not be responsible for the review or assessment of Contractor construction means and methods for the project. This scope of services assumes the completion of the Phase 1 construction to be October 31, 2017.

Deliverables:

- Review of Contract RFI’s, RFI log and written responses.

Milestone 2.1 Pavement Structural Section Replacement Alternatives

Task 2.1.1 - Material Sampling Field Program

LaBelleMarvin (LM) will provide material sampling services of the Century Boulevard Project #3 limits for the purpose of testing the existing pavement structural section. The limits of Project #3 for the purpose of this scope of services is defined as the curb to curb width of the existing traveled way along Century Blvd. from Inglewood Avenue to Doty Avenue in the City of Inglewood. LM will obtain a maximum of 12 pavement cores within the existing traveled way of the project limits. LM will identify and field mark the pavement cores in coordination with USA Notification. LM will provide the City with a listing of the recommended pavement core locations for its review and records prior to the commencement of the sampling. LM will coordinate and procure the crew, truck, equipment, and coring disposables needed to obtain the core samples. LM will provide and coordinate professional traffic control services in support

of the material sampling field program for a maximum of two days. Traffic control set up will be in accordance with the guidelines of the 2016 Work Area Traffic Control Handbook (WATCH).

All services provided in the material sampling field program will be obtained during normal weekday working hours. Normal weekday working hours are defined to be between 8AM-4PM Monday through Friday, excluding holidays, for the purposes of this scope of services. Any requests, or requirements, for weekend and/or evening work periods for the execution of the material sampling field program including the resulting fees, materials or permits are not considered to be within this scope of services. This scope of services assumes all City of Inglewood permits and associated fees regardless of City of Inglewood department requirement are waived for the material sampling field program. All services performed are not subject to prevailing wage rates.

Deliverables:

- Pavement Coring Locations
- Maximum 12 Pavement Cores
- Traffic Control Set-up details

Task 2.1.2 - Laboratory Testing Full Depth Replacement/Cold Central Plant Replacement (FDR/CCPR)

LaBelleMarvin (LM) will provide laboratory testing of the pavement coring samples for the purpose of determining the viability of a FDR/CCPR pavement structural section alternative for the Project #3 limits of construction. LM will determine the Moisture Content, R-Value, Fabrication (3 cement percentages), and Unconfined Compression data from the core samples. LM will also prepare a CCPR design mix from the Laboratory testing results.

Deliverables:

- Test results for Moisture Content, R-Value, Unconfined Compression, and Cement Percentages for a maximum of 12 pavement cores

Task 2.1.3 - FDR/CCPR Design Report

LM will prepare a design report documenting the findings and results of its field sampling program and laboratory testing. The report will provide pavement structural section alternatives for the FDR and CCPR options, if found to be viable for construction in the project limits. LM will provide responses to one round of City review comments of the report.

Deliverables:

- FDR/CCPR Design Report (3 Copies)
- Response to Comments (1 City Review Maximum)

Task 2.1.4-100% PS&E Design Modifications AC Structural Section Alternative Bid #1

The City wishes for AECOM to modify the City approved Phase 2 final design plans, specifications and estimate prepared by AECOM to incorporate an asphalt concrete pavement structural section into the Century Boulevard Phase 2 improvements. AECOM will prepare revisions to the Century Blvd. Phase 2 Final Plans, Specifications, and Estimate to incorporate an Asphalt Concrete (AC) pavement structural section as an alternative bid item to the City approved contract plans, specifications and estimates. AECOM will use the results of the project approved geotechnical report as the design basis for the AC structural section design. At the City's option, an alternative AC structural section design will be evaluated by AECOM. AECOM will determine the feasibility of using a FDR base layer as a substitution for the recommended Sub Base and Crushed Miscellaneous Base (CMB) layer of the AC pavement structural section identified in the project approved geotechnical report.

AECOM will utilize the findings of the Task 2.1.3 design report of this scope of services to determine the feasibility of the substituted AC pavement structural section option for bid. AECOM will present the information of its findings to the City for their review and authorization in support of the selection of one AC pavement structural section alternative bid option. AECOM will prepare a revision to the design plans to support the Alternative Bid #1 option, if the substituted FDR base layer is considered to be feasible for the Alternative Bid #1 AC pavement structural section.

Revisions will be made by AECOM for only one AC pavement structural section alternative bid option. The preparation of plan, specification and estimate revisions for two alternative bid AC pavement structural section design options is not considered to be within this scope of services. The following design plans will need to be revised to address the City authorized AC pavement structural section alternative bid:

Title Sheet (Sheet G-300)

Construction Notes (Sheets G-301 and G-302)

Typical Cross Section (Sheets X-301 through X-304)

Plan & Profiles (Sheets L-301 through L-317)

AECOM will revise the project specifications to address the construction of the AC pavement structural section alternative bid item. The revised specification will be submitted to the City for review. AECOM will provide response to a maximum of one round of City comments and a maximum of 10 bound copies of the final specification for use in the contract bid phase.

AECOM will prepare a revised Engineer's Estimate of the contract plans utilizing the revised contract quantities. AECOM will update the overall unit pricing of all items in the Engineer's Estimate to support the alternative bid modifications. AECOM will provide Quality Assurance/Quality Control peer review of the revised contract Plans, Specifications & Estimates. The preparation of revised Stage Construction

and Traffic Handling Plans in support this alternative bid option is not considered to be within this scope of services.

Deliverables:

- Revised Title Sheet (Sheet G-300)
- Revised Construction Notes (Sheets G-301 and G-302)
- Revised Typical Cross Section (Sheets X-301 through X-304)
- Revised Plan & Profiles (Sheets L-301 through L-317)
- Response to Plan, Specifications and Estimate Comments (1 City Review Maximum)
- Updated Project Specification
- Updated Engineer's Estimate

Task 2.1.5-100% PS&E Design Modifications FDR/CCPR Structural Section Alternative Bid #2

The City wishes for AECOM to modify the City approved Phase 2 final design plans, specifications and estimate prepared by AECOM to incorporate a FDR/CCPR pavement structural section alternative bid into the Century Boulevard Project Phase 2 improvements. AECOM will prepare revisions to the Century Blvd. Phase 2 Final Plans, Specifications, and Estimates in support of the FDR/CCPR Design Report pavement alternative recommendation selected by the City. The following design plans will need to be revised to address a FDR/CCPR alternative bid item:

Title Sheet (Sheet G-300)

Construction Notes (Sheets G-301 and G-302)

Typical Cross Section (Sheets X-301 through X-304)

The preparation of revised project plan and profile sheets for a FDR/CCPR pavement structural section Alternative Bid #2 option are not within this scope of services. The lines and grades established in the approved Phase 2 Century Blvd. plans will be the basis for all design plan revisions prepared by AECOM as identified in this scope of services. The preparation of revised Stage Construction and Traffic Handling Plans in support this alternative bid option is not considered to be within this scope of services.

AECOM will revise the project specifications to address the construction of the FDR/CCPR revised pavement structural section alternative selected by the City. The revised specification will be submitted to the City for review. AECOM will provide response to a maximum of one round of City comments and a maximum of 10 bound copies of the final specification for use in the contract bid phase.

AECOM will prepare a revised Engineer's Estimate of the contract plans utilizing the revised contract quantities. AECOM will update the overall unit pricing of all items in the Engineer's Estimate to support

the overall contract bid phase. AECOM will provide Quality Assurance/Quality Control peer review of the revised contract Plans, Specifications & Estimates.

Deliverables:

- Revised Title Sheet (Sheet G-300)
- Revised Construction Notes (Sheets G-301 and G-302)
- Revised Typical Cross Section (Sheets X-301 through X-304)
- Response to Plan, Specifications and Estimate Comments (1 City Review Maximum)
- Updated Project Specification
- Updated Engineer's Estimate

Milestone 2.2 Design Support Services During Phase 2 Construction

Task 2.2.1 Bid Support Project #3

AECOM will attend one Pre-Bid meeting in support of the City's advertisement and award phase of the construction contract for Project No. 3. During the advertisement period, AECOM will provide written responses for each Construction Contractor generated Request For Information (RFI) to the City's designated administrator or agent responsible for the management of the advertisement/award phase. AECOM will prepare design and/or specification related contract Addenda on behalf of the City should they be required during the advertisement and award phase.

AECOM will not provide bid evaluation services. It is assumed that this responsibility will be addressed by the City and is not considered to be within the scope of the AECOM services.

Deliverables:

- Bid Meeting Attendance
- Written RFI responses for AECOM design RFI's
- As-Needed design Addenda support

Task 2.2.2 Design Support Services During Construction

AECOM will provide responses to the City's construction administrator's RFI's, or Request-for Clarifications (RFC's). AECOM will provide written responses to all RFI's/RFC's and the supporting design exhibits and modifications on an as-needed basis. AECOM will maintain an internal log of each responses date of requests, date of response and responsible party making the written response.

AECOM will provide design modifications to address unknown and changed field conditions on an as-requested basis. Design changes and modifications will be delineated using the contract established delineation format adopted by the City and the assigned construction contract administrator. AECOM

will review design SHOP drawings for the purpose of assessing compliance with the design intent and contract specifications. AECOM will provide the City and its construction contract administrator written documentation of its assessment as required in the construction contract specifications.

Deliverables:

- Written Responses to design RFI/RFC's
- SHOP Drawing reviews
- Design support for unforeseen and changing conditions
- RFI/RFC log of AECOM responses

Task 2.2.3 Project Close Out

AECOM will assist the City and the Construction Manager in the project close out of the Phase 2 construction. AECOM will compile all communications for which AECOM was involved in during the project construction phase and transfer to the City for record keeping. The AECOM Phase 2 electronic project file will be compiled and delivered to the City for record keeping. AECOM will coordinate with the Construction Manager's Office Engineer to review the Phase 2 project punch-list and will provide design support to resolve outstanding items on the project punch-list. AECOM will also provide meeting attendance for a maximum of 4 project close out meetings. This preparation and delivery of As-Built plans is not considered to be within this scope of services.

Deliverables:

- Phase 2 Construction Communication file
- Punch-list Design Support.
- Phase 2 electronic project file
- Meeting attendance (4 maximum)

EXHIBIT “B”

AECOM

| Task / Deliverables | Stephen Henderson (Project Manager) | Albert Charbain (Civil Engineer) | Mike Tammen (Civil Engineer Lead) | Nadia D'Parach-Tipo (Drainage Lead) | Francisco Alvarez (Civil Engineer II) | Nicholas Ippolito (Utility Lead) | Muna Al-Mahdi (Sr. CADD) | AECOM Other Direct Costs | Subcontractor Cost (Label/Category) | Subcontractor Other | Total AECOM Hours | Total Costs | Percent Completion (%) | Balance |
|---|-------------------------------------|----------------------------------|-----------------------------------|-------------------------------------|---------------------------------------|----------------------------------|--------------------------|--------------------------|-------------------------------------|---------------------|-------------------|-------------|------------------------|-----------|
| Century Boulevard Mobility Improvement Phase 1 & 2 Design & Design Support During Construction Services | | | | | | | | | | | | | | |
| Direct Labor Cost | \$117.79 | \$55.02 | \$57.44 | \$65.56 | \$31.52 | \$47.24 | \$61.62 | | LAI | | | | | |
| Staff name | | | | | | | | | | | | | | |
| 1.1 Construction Design Support | 24 | 0 | 80 | 80 | 0 | 16 | 250 | 0 | 0 | 0 | 243 | \$16,251 | 100% | \$0 |
| 1.2 Response to RFI's | 16 | 0 | 80 | 60 | 0 | 24 | 230 | 0 | 0 | 0 | 233 | \$14,665 | 100% | \$0 |
| 2.1.1 Material Sampling Field Program | 2 | 8 | 8 | 0 | 4 | 4 | 250 | 10570 | 15000 | 15000 | 18 | \$13,431 | 45% | \$7,387 |
| 2.1.2 Laboratory Testing Field Depth Replacement/Cold Central Plant Replacement (FDR/CCPR) | 2 | 2 | 2 | 0 | 0 | 0 | 12790 | 1900 | 1900 | 2 | 2 | \$14,005 | 45% | \$8,143 |
| 2.1.3 FDR/CCPR Design Report | 2 | 4 | 4 | 0 | 0 | 0 | 5470 | 55,935 | 5470 | 6 | 6 | \$5,935 | 100% | \$0 |
| 2.1.4 100% PS&E Design Modifications All Bid #1 | 18 | 100 | 96 | 200 | 96 | 60 | 190 | 250 | | | 700 | \$43,767 | 100% | \$0 |
| 2.1.5 100% PS&E Design Modifications All Bid #2 | 18 | 40 | 96 | 0 | 96 | 20 | 80 | 230 | | | 330 | \$18,886 | 100% | \$0 |
| 2.2.1 Bid Support Project #3 | 10 | 28 | 28 | 0 | 32 | 32 | 60 | 500 | 1280 | 1280 | 130 | \$9,415 | 100% | \$0 |
| 2.2.2 Design Support Services During Construction | 48 | 24 | 160 | 80 | 120 | 80 | 180 | 500 | 3840 | 3840 | 692 | \$41,003 | 40% | \$27,282 |
| 2.2.3 Project Closeout Services | 16 | 24 | 40 | 0 | 40 | 40 | 80 | 500 | | | 200 | \$12,622 | 0% | \$12,622 |
| Total Labor | \$18,139.66 | \$10,243.76 | \$31,119.36 | \$72,533.20 | \$9,831.24 | \$11,658.24 | \$42,517.80 | \$0.00 | \$44,190.00 | \$0.00 | 1400 | \$154,148 | 65% | \$55,424 |
| Salary Escalation @ 3% | \$544.19 | \$310.31 | \$1,023.58 | \$836.06 | \$295.03 | \$349.75 | \$1,275.53 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,624 | 35% | \$3,906 |
| OH | \$27,652.10 | \$15,708.03 | \$52,011.55 | \$41,974.66 | \$14,991.32 | \$17,771.82 | \$64,814.13 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$214,984 | 65% | \$82,042 |
| Fee (10%) | \$4,635.59 | \$2,642.21 | \$8,715.45 | \$7,033.59 | \$2,512.66 | \$2,977.98 | \$10,860.75 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$39,376 | 0% | \$0 |
| Subtotal Labor, OH and Fee | \$30,969.54 | \$20,064.31 | \$50,060.34 | \$77,569.51 | \$27,632.64 | \$32,757.79 | \$119,468.22 | \$0.00 | \$44,190.00 | \$0.00 | \$0.00 | \$477,322 | 0% | \$0 |
| Subcontractor Fee (3%) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0% | \$0 |
| Other Direct Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$7,720.00 | \$0.00 | \$3,400.00 | \$0.00 | \$6,120 | 75% | \$1,530 |
| TOTAL COMPANY COSTS | \$30,969.54 | \$20,064.31 | \$50,060.34 | \$77,569.51 | \$27,632.64 | \$32,757.79 | \$119,468.22 | \$2,720.00 | \$44,190.00 | \$3,400.00 | \$0.00 | \$483,442 | | \$142,011 |