



MEMORANDUM

TO: HONORABLE MAYOR & CITY COUNCIL MEMBERS

FROM: JOEL ROJAS, DIRECTOR OF COMMUNITY DEVELOPMENT
TOM ODOM, DIRECTOR OF PUBLIC WORKS

DATE: FEBRUARY 7, 2012

SUBJECT: RANCHO PALOS VERDES CALIFORNIA COASTAL TRAIL
PROJECT

REVIEWED: CAROLYN LEHR, CITY MANAGER ^{CP} for CL

Project Manager CD: Ara Mihranian, Deputy Director of CD
Project Manager PW: Siamak Motahari, Senior Engineer

RECOMMENDATION

1. Receive a background report and presentation on the City's segment of the California Coastal Trail.
2. Award contract to Alta Planning and Design to provide plans, specifications and cost estimate for the Rancho Palos Verdes segment of California Coastal Trail Improvements in an amount not to exceed \$75,045 and authorize staff to spend up to a maximum of \$11,257 (15% allowance) for possible additional design work, for a total of authorization of \$86,302.
3. Authorize the Mayor to execute the contract with Alta Planning and Design.

BACKGROUND

Enacted in 1976, the State Coastal Conservancy Act calls for the California Coastal Conservancy to have a principal role in the implementation of a system of public access ways to and along the State's coastline, including development of the California Coastal Trail (CCT). The Coastal

Conservancy pursues this mandate in part by awarding grants to public agencies and nonprofit organizations to acquire land, or any interest therein, or to develop, operate, or manage lands for public access purposes to and along the California coastline. The CCT, once completed, will extend 1,200 miles from the Oregon to Mexico boundary lines, including a segment through the City of Rancho Palos Verdes.

According to the City's Conceptual Trails Plan and the Council-adopted Vision Plan, the City's segment of the CCT extends the entire length of the City's coastline between the boundary lines of the City of Palos Verdes Estates and the City of Los Angeles.

In an effort to reduce City costs while enhancing public access and recreational opportunities, pursuant to Council authorization, on June 30, 2010, the City of Rancho Palos Verdes and the Palos Verdes Peninsula Land Conservancy (PVPLC) submitted a grant application to the State Coastal Conservancy completing the City's segment of the CCT. On October 21, 2010, the State Coastal Conservancy Board awarded the City \$500,000 for completing the City's segment of the CCT and required that the City contribute a \$60,000 matching fund towards this project. Pursuant to the State requirements for the grant, on May 17, 2011, the Council adopted Resolution No. 2011-31 acknowledging the grant and its terms.

DISCUSSION

Rancho Palos Verdes California Coastal Trail Project

The City's segment of the CCT extends the entire length of the City's coastline between the boundary lines of the City of Palos Verdes Estates and the City of Los Angeles. Specifically, the CCT traverses the public right-of-way (Palos Verdes Drive West and South), the City-owned Palos Verdes Nature Preserve, and private properties with trail access easements granted to the City (i.e. Terranea Resort and Spa and Trump National Golf Course). Attached is a map that identifies the route of the City's segment of the CCT.

A good portion of the City's segment of the CCT is unimproved or unconstructed, and is not identified with the State-designated trail markers. The grant awarded to the City calls for the following improvements:

- Construction of a decomposed granite trail at the following locations:
 - Between the City of Palos Verdes Estates Boundary Line and Calle Entradero at Ocean Front Estates;
 - Between the Coast Guard Property (at the Lower Point Vicente Driveway Entrance) to the western driveway entrance at the Pelican Cove (formerly known as the Fishing Access) parking lot at the Terranea Resort and Spa;
 - Between Seahill Drive and Seacove Drive; and
 - Between Gateway Park and the western edge of the Trump National Golf Course;
- Enhancement of unimproved trails at the Abalone Cove Reserve (to be constructed by the PVPLC);
- Replacement of the asphalt bluff top trail at Lower Point Vicente (seaward of the Point Vicente Interpretative Center) with a decomposed granite trail;

- Installation of trail markers along major entry points;
- Installation of viewing nodes along the trail route with benches, trash bins and interpretive signs; and
- Construction of an unpaved parking lot to accommodate 15-20 cars within the Gateway Park area limits (east of the existing chain link fence) for users of the CCT and the Portuguese Bend Reserve.

The construction of the City's segment of the CCT is considered a high priority project for the public's benefit as reflected in the Council-adopted Capital Improvement Program (CIP).

Alta Planning and Design Professional Services Agreement

In November of 2011, the City sent a request for proposals to 19 consultants to submit their statements of qualifications for the design of the subject project. Five consultants submitted their qualifications for review. A panel consisting of five staff members, who are involved in various aspects of this project, reviewed the respondents' general background, qualifications and specific skills pertinent to this type of projects. The panel narrowed the list to four consultants for interviews. After the interviews, the panel found Alta Planning and Design and its sub-consultant for civil and traffic engineering design (Willdan Engineering) to be the most qualified design firms for this project. The evaluation was based on experience of the firms in providing similar services, relevant experience of individual team members assigned to the project, understanding of the project, ability to perform duties within budget, previous services provided to the City and other clients on the Palos Verdes Peninsula by the firms and/or team members assigned to the project and appropriateness of project schedule.

The process of selection of the design firm was in accordance with guidelines of the Brooks Act, also known as Qualification Based Selection, Public Law 92-582. According to these guidelines, Staff took the next step to discuss and finalize the details of the scope of design work with the finalist consultant and asked it for a fee proposal for the agreed upon scope. The proposed fee was in the amount of \$110,175. Staff found the fee to be higher than expected and therefore, in accordance with the guidelines, negotiated the cost with the consultant and made some minor adjustments to the scope of work, subject to maintaining the quality of design performance. After all discussions were done, the consultant submitted a revised fee of \$75,045. For what is included in the final detailed scope of a quality design work, this fee is reasonable and within industry standards.

According to the timeline provided by the consultant, project implementation will begin soon after the Professional Services Agreement is authorized by the City Council and a Notice to Proceed is issued, and will occur in the following phases:

- Project Initiation and Field Inventory: 1.5 months
- Engineering Design: 2.5 months
- Project Bidding and Construction: 7 months

FISCAL IMPACT

The grant awarded by the State Coastal Conservancy Board to the City for the construction of the trails is in the amount of \$500,000. The grant requires the City to provide a \$60,000 matching fund. The total project fund is \$560,000 and the City's matching contribution of \$60,000 has been allocated from the City's General Fund and is included in the 2011/2012 fiscal year budget. The City Council's approval tonight will obligate \$75,045 of the total project's budget for the consultant's fee. The \$11,257 allowance, which is a potential budget obligation, may be used only with prior written approval from the City and merely for unforeseen conditions that may require additional design work.

CONCLUSION

Awarding the contract will allow Alta Planning and Design to begin preparing the necessary engineering plans for the construction of the City's segment of the CCT.

ATTACHMENTS

- Map of the City's segment of the CCT
- Professional Services Agreement with Alta Planning and Design

Rancho Palos Verdes Coastal Trail Project Site Scale Map



RANCHO PALOS VERDES



- LEGEND**
- ROADS
 - TRAILS (EXISTING AND PROPOSED)**
 - TRAIL HEADS
 - COASTAL ACCESS TRAIL - PROPOSED ROUTE
 - PROPOSED PEDESTRIAN CROSSINGS (POSSIBLE NEW SIGNALS OR SMART CROSSWALKS)
 - GATEWAY TO RANCHO PALOS VERDES COAST
 - ROADWAY MEDIAN
 - PLANTING IMPROVEMENTS
 - SIDEWALK IMPROVEMENT AREA
 - POSSIBLE FUTURE ROAD NARROWING
 - BIKEWAYS (SHARED AND SEPARATED)

* For further information regarding Palos Verdes Loop Trail and Coastal Access Trail see Public Use Master Plan.
 ** Future Preserve Acquisition: City of Rancho Palos Verdes has signed a purchase agreement to acquire the Upper Point Vicente property.

Map Source: The Rancho Palos Verdes Coast Vision Plan, 2008

**Design Professional Services Agreement for
Rancho Palos Verdes California Coastal Trail Project**

between

The City of RANCHO PALOS VERDES



&

Alta Planning and Design

THIS AGREEMENT ("Agreement") is made and entered into this 7th day of February, 2012 by and between the City of Rancho Palos Verdes (hereinafter referred to as the "CITY") and Alta Planning and Design (hereafter referred to as "CONSULTANT").

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 SCOPE OF SERVICES

1.1 Project Description

The Project is described as follows:

Improvements for the Rancho Palos Verdes segment of the California Coastal Trail project.

1.2 Description of Services

CONSULTANT shall: Prepare plans, specifications and cost estimates for the project including project initiation and management, field inventory, engineering design, and, project management services during bidding and construction as described in the Consultant's Proposal, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.3 Schedule of Work

Upon receipt of written Notice to Proceed from the CITY, CONSULTANT shall perform with due diligence the services requested by the CITY. Time is of the essence in this Agreement. CONSULTANT shall not be responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's work promptly, or delay or faulty performance by CITY, other consultants/contractors, or governmental agencies, or any other delays beyond CONSULTANT's control or without CONSULTANT's fault.

ARTICLE 2 COMPENSATION

2.1 Fee

CITY agrees to compensate CONSULTANT an amount not to exceed seventy-five thousand and forty-five dollars (\$75,045.00) for services as described in

Article 1.

2.2 Payment Address

All payments due CONSULTANT shall be paid to:

Alta Planning and Design
711 SE Grand Ave.
Portland, Oregon 97214
Attention : Erinn Rogan

2.3 Terms of Compensation

CONSULTANT shall submit monthly invoices for the percentage of work completed in the previous month. CITY agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. CITY agrees to use its best efforts to notify CONSULTANT of any disputed invoice amounts or claimed completion percentages within ten (10) days of the receipt of each invoice. However, CITY's failure to timely notify CONSULTANT of a disputed amount of claimed completion percentage shall not be deemed a waiver of CITY's right to challenge such amount or percentage.

Additionally, in the event CITY fails to pay any undisputed amounts due CONSULTANT within forty-five (45) days after invoices are received by CITY then CITY agrees that CONSULTANT shall have the right to consider said default a total breach of this Agreement and be terminated by CONSULTANT without liability to CONSULTANT upon ten (10) working days advance written notice.

2.4 Additional Services

CITY may request additional specified work under this Agreement. All such work must be authorized in writing by the CITY's Director of Public Works prior to commencement. CONSULTANT shall perform such services, and CITY shall pay for such additional services in accordance with CONSULTANT's Schedule of Hourly Rates, which is within Exhibit "A." The rates in Exhibit "A" shall be in effect through the end of this Agreement.

2.5 Term of Agreement

This Agreement shall commence on February 8, 2012 and shall terminate on September 30, 2013 unless sooner terminated pursuant to Article 4 of this Agreement.

ARTICLE 3
INDEMNIFICATION AND INSURANCE

3.1 Indemnification, Hold Harmless, and Duty to Defend.

(a) *Indemnity for Design Professional Services.* In connection with its design professional services, CONSULTANT shall hold harmless and indemnify CITY, and its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and designated volunteers (collectively, "Indemnitees"), with respect to any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

(b) *Other Indemnities.* In connection with any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 3.1(a), CONSULTANT shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the CITY, as determined by final arbitration or court decision or by the agreement of the parties. CONSULTANT shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of CITY's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 3.1(b) shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

(c) All duties of CONSULTANT under Section 3.1 shall survive termination of this Agreement.

3.2 General Liability

CONSULTANT shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death, loss or property damage for products or completed operations and any and all other activities undertaken by CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California

and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

3.3 Professional Liability

CONSULTANT shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect a policy or policies of professional liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim and aggregate for errors and/or omissions of CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of A:VII or better. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on the CITY's behalf until three (3) years after the date of work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three-year extended reporting period endorsement, which reinstates all limits for the extended reporting period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of the CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date.

3.4 Automobile Liability

CONSULTANT shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars (\$1,000,000) per claim and occurrence and two million dollars (\$2,000,000) in the aggregate for bodily injuries or death of one person and five hundred thousand dollars (\$500,000) for property damage arising from one incident.

3.5 Worker's Compensation

CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. CONSULTANT shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

3.6 Notice of Cancellation

(a) All insurance policies shall provide that the insurance coverage shall not be cancelled by the insurance carrier without thirty (30) days prior written notice to CITY, or ten (10) days notice if cancellation is due to nonpayment of premium. CONSULTANT agrees that it will not cancel or reduce said insurance coverage.

(b) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance

and pay, at CONSULTANT's expense, the premium thereon.

3.7 Certificate of Insurance

At all times during the term of this Agreement, CONSULTANT shall maintain on file with the CITY Clerk a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The commercial general liability policy shall contain endorsements naming the CITY, its officers, agents and employees as additional insureds.

3.8 Primary Coverage

The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The insurance policies (other than workers compensation and professional liability) shall include provisions for waiver of subrogation.

ARTICLE 4 TERMINATION

4.1 Termination of Agreement

(a) This Agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days prior written notice or by CONSULTANT upon ninety (90) days prior written notice. Notice shall be deemed served if completed in compliance with Section 6.14.

(b) In the event of termination or cancellation of this Agreement by CONSULTANT or CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT, in an amount to be determined as follows: for work satisfactorily done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the percentage of services performed prior to the effective date of termination or cancellation in accordance with the work items; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to CONSULTANT for the full performance of the services described in this Agreement.

ARTICLE 5 OWNERSHIP OF DOCUMENTS

5.1 Ownership of Documents and Work Product

All documents, plans, specifications, reports, information, data, exhibits, photographs, images, video files and media created or developed by CONSULTANT pursuant to this Agreement ("Written Products") shall be and remain the property of the CITY without restriction or limitation upon its use, duplication or dissemination by the CITY. All Written Products shall be considered "works made for hire," and all Written Products

and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the CITY without restriction or limitation upon their use, duplication or dissemination by the CITY. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any Written Products.

CONSULTANT hereby assigns to the CITY all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the CITY pursuant to the paragraph directly above this one.

CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Agreement, and that the CITY has full legal title to and the right to reproduce the Written Products. CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of CITY officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Written Products is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. CONSULTANT shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for CITY the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

Upon termination, abandonment or suspension of the Project, the CONSULTANT shall deliver to the CITY all Written Products and other deliverables related to the Project without additional cost or expense to the CITY. If CONSULTANT prepares a document on a computer, CONSULTANT shall provide CITY with said document both in a printed format and in an electronic format that is acceptable to the CITY.

ARTICLE 6 GENERAL PROVISIONS

6.1 Representation

The CITY representative shall be the Director of Public Works or his or her designee, and CONSULTANT shall notify CITY of CONSULTANT's designated representative. These individuals shall be the primary contact persons for the parties

regarding performance of this Agreement.

6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1992 (42 U.S.C. § 11200, et seq.).

6.3 Personnel

CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. CONSULTANT shall make reasonable efforts to maintain the continuity of CONSULTANT's staff who are assigned to perform the services hereunder and shall obtain the approval of the Director of Public Works of all proposed staff members who will perform such services. CONSULTANT may associate with or employ associates or subconsultants in the performance of its services under this Agreement, but at all times shall CONSULTANT be responsible for its associates or subconsultants' services.

6.4 CONSULTANT's Representations

CONSULTANT represents, covenants and agrees that: a) CONSULTANT is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent CONSULTANT's full performance under this Agreement; c) to the extent required by the standard of practice, CONSULTANT has investigated and considered the scope of services performed, has carefully considered how the services should be performed, and understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

6.5 Conflicts of Interest

CONSULTANT agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make CONSULTANT "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decisions made by CITY on any matter in connection with which CONSULTANT has been retained pursuant to this Agreement.

6.6 Legal Action

(a) Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

(b) If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

(c) Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

6.7 Assignment

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of the CITY. Any such purported assignment without written consent shall be null and void, and CONSULTANT shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.

Notwithstanding the above, CONSULTANT may use the services of persons and entities not in CONSULTANT's direct employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, surveyors, specialized consultants, and testing laboratories. CONSULTANT's use of subconsultants for additional services shall not be unreasonably restricted by the CITY provided CONSULTANT notifies the CITY in advance.

6.8 Independent Contractor

CONSULTANT is and shall at all times remain, as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of the CONSULTANT's employees, except as herein set forth, and CONSULTANT is free to dispose of all portions of its time and activities which it is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT wishes except as expressly provided in this Agreement. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of CITY. CONSULTANT agrees to pay all

required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and its employees. CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to the CITY from CONSULTANT as a result of its failure to promptly pay to the CITY any reimbursement or indemnification arising under this Article.

6.9 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

6.10 Entire Agreement

This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

6.11 Construction

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

6.12 Non-Waiver of Terms, Rights and Remedies

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

6.13 Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of

this Agreement shall continue in full force and effect.

6.14 Notice

Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CONSULTANT's or CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:

Tom Odom, Director of Public Works
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

To CONSULTANT:

Randy Anderson, Regional Manager / CO Emily Duchon, Senior Designer
Alta Planning and Design
448 S. Hill St. Suite 501 ::
Los Angeles, CA 90013

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated: _____

ALTA PLANNING AND DESIGN
("CONSULTANT")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

CITY OF RANCHO PALOS VERDES
("CITY")

By: _____
Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
City Attorney

Exhibit "A":
Consultant's Proposal

Scope of Work

The following Work Plan has been carefully organized to respond to the Request for Proposals, clarification from the City and to provide a highly efficient process and effective project design and implementation, consistent with the grant objectives and budget and proceeding from the current Conceptual Improvement Plans.

1. Project Initiation and Management

1.1 Initial Meeting and Tour

The relevant City staff will accompany Alta staff (Randy Anderson, and Emily Duchon) and Willdan staff (Lew Gluesing and Vanessa Munoz) on an initial overview tour of the trail route to discuss objectives, conditions, and challenges. Alta will formally analyze the key issue opportunity areas starting during the tour and meeting, building on the analysis initiated for the proposal.

1.2 Project Management

Alta will provide overall Project management services, including:

- **General Project Management** –Administer the project contract, coordinate personnel and sub-consultant activities, prepare and maintain the project schedule, and prepare invoicing.
- **QA/QC**– Each of our submittals will be reviewed by personnel not directly involved with the project to ensure that the City quality standards are met. We utilize senior level staff for all submittal reviews, and clearly communicate project requirements to the entire project team so all team members understand the project expectations.
- **Project Schedule** –Prepare and maintain a project schedule throughout the life of the project. The schedule will be used as a tool to manage the project and updated as the specific dates are resolved.
- **Project Update Meetings** – We will participate in monthly project update calls/meetings to review monthly schedule/milestone updates, including a Status of Open Items list/spreadsheet identifying open items/tasks, priorities, responsibilities, and brief status description.

1.3 Background Materials

Alta and Willdan will collect background documents and data from the City (augmenting the documents already collected and reviewed for the proposal), and contact information for key stakeholders for the project. Alta will reference design standards, guidelines and best practices for bicycle and pedestrian path design for

preparing the improvement plans. Design standards, guidelines and best practices to be referenced will include:

- 1) National and California Manual on Uniform Traffic Control Devices (MUTCD and CA MUTCD)
- 2) California Highway Design Manual (HDM)
- 3) AASHTO's Guide for the Development of Bicycle Facilities
- 4) Caltrans Standard Plans
- 5) Caltrans Standard Specifications
- 6) Americans with Disabilities Act/California Codes
- 7) Rancho Palos Verdes Coast Vision Plan 2008
- 8) Policies and objectives from "Completing the California Coastal Trail"
- 9) Trail signage standards of Coastal Conservancy, PVPLC and City

1.4 Project Base Sheets

Using the available Concept Plan data, and other data provided by the City, Alta will prepare a 40 scale CAD base sheet series for use in preparing the trail improvement plans. The base map will utilize high-resolution aerial photography. Limits of right-of-way and property lines will be based on GIS and CAD data and as-built record drawings provided by the City. Base plans will accurately depict, based on field verification, the following in areas relevant to the project:

- Existing relevant features including curb lines, edges of pavement, edges of existing trails and paved sidewalks, curb returns, and curb ramps.
- Existing striping or pavement markings.
- Existing signs and markings, both on the trail and on routes leading directly to the trail
- Other field conditions that might affect a design decision.

Task 1 Deliverables

- Notes of initial meeting and tour, including photos and map mark-ups
- Background documents and contacts lists
- Summary of standards, guidelines, and BMPs
- Summary of operations and maintenance policies, issues and practices
- Project area base sheets
- Monthly billing and task progress reports, status of open items memo

2. Field Inventory (Task A)

The Inventory and Analysis will provide a review and scoping of the improvements warrant and feasibility, and resolve the relative cost of construction versus design to determine which improvements can be designed and constructed within the available

budget.

2.1 Field Inventory

Following the initial tour, Alta and Willdan will perform a field inventory and analysis of the trail route to document existing relevant conditions, analyze the requirements of the grant and scope the improvements that can be constructed within the grant budget.

Alta and Willdan will give prioritized attention to the improvement areas that are in question and to preliminary maintenance and rehabilitation strategies recommended in the grant application. Alta will work with the responsible City staff to resolve these to final project-level strategies for each trail segment, including consideration of management, maintenance, enforcement and emergency response for the trail system.

2.2 Inventory and Analysis Report

Alta will prepare and Willdan will contribute engineering analysis elements to an Inventory and Analysis Report reflecting the results of the field inventory. Engineering analysis will include the following elements:

- a. Evaluate desirability/feasibility and design of a dirt or gravel parking area adjacent to Gateway Park along Palos Verdes Drive South (PVDS). Analyze impact of curb/gutter relocation at Fire Station along PVDS in preparation for the potential relocation and expansion of curb and gutter at Fire Station #53, located at 6124 Palos Verdes Drive South for widening the sidewalk for trail.
- b. Depending on parking area improvements analysis, analyze need for surface water drainage improvements along PVDS adjacent to Fire Station # 53 at PVDS and Sea Cove Dr.

2.3 Wayfinding Sign Preliminary Design

Our objective will be to prepare a functional signage system - a trail identity and wayfinding plan that addresses signage, pavement markings, orientation maps, and other features that will help trail users identify and navigate the California Coastal Trail in Rancho Palos Verdes. Based on guidance and input from the City, Alta will prepare up to two (2) conceptual signage/identity design themes for review.

Alta will prepare graphics and maps as appropriate to illustrate the proposed sign designs and general signage locations. The concept designs will include sign types (confirmation, decision, turn signs, and/or pavement markings), dimensions, color, and example layouts of the individual signs - appropriate for the regional trail and consistent with local, state and national standards, including ADA accommodation.

Alternatives for sign material and planning-level unit costs for each concept will be provided to assist the City in selecting a preferred design. The following elements will be addressed: Schematic-level typical designs will be provided for CCT Trail

signage and identity elements:

- The hierarchy of the respective logos (CCT vs. agency logos) in the sign system;
- Identity plaques, route directional signs and markers/mileposts;
- Pavement striping and marking;
- Diagrammatic orientation map board signs;
- Layout and design of interpretive signage. Themes, images and text to be provided by the City.

2.4 Preliminary Cost Estimate

Alta and Willdan will prepare a preliminary engineering estimate of the cost of improvements reflecting the results of the inventory and analysis. This will quantify potential improvements, consistent with the items and detail in Task B (3.2)

2.5 City Meeting

Alta will transmit the Inventory and Analysis Report to the City. Alta and Willdan will attend a meeting with City staff to review the report and confirm the basis for design of the improvements, and the scope of the improvements, based on the Report, wayfinding design concepts and preliminary estimate. This will be the second City meeting specified for Task A - the Initial Meeting being the first.

Task 2 Deliverables

- Field Inventory and Analysis Report, including Engineering and Traffic Analysis
- Conceptual (schematic-level) plans and planning-level estimates for wayfinding signs and identity features.
- Preliminary Engineering Estimate
- Notes from City meeting confirming scope of improvements

3 Engineering Design (Task B)

Alta and Willdan will collaborate to prepare PS&E for the project, including 24' x36" plans in AutoCAD 2010, bound specifications and the engineers cost estimate for construction.

Improvements will be designed per the "Greenbook" Standard Plans and Specifications for Public Works Construction, latest edition, City of Rancho Palos Verdes Public Works standards and Caltrans standard plans and specifications, latest edition.

3.1 Survey and Field Measurements

During the analysis conducted during Task 3/A, areas requiring field survey for design will be identified. These areas will be surveyed to provide necessary planimetric, topographic and boundary data. This will include locations where property survey ties need to be replaced, if necessary. These locations are anticipated to be limited due to the simple nature of the improvements and the objective to conserve maximum budget for

Exhibit "A"

construction.

3.2 Trail Improvement Drawings

The drawings will be prepared in AutoCAD 2010 on the 40 scale aerial photo base maps. The plans will address the entire trail system and direct approaches and crossings, with special attention to locations identified by the City. Improvements will include the following elements as detailed in the RFP, subject to verification based on the Field Inventory and Analysis Report, Preliminary Cost Estimate, and meeting with the City to confirm scope of improvements during Task 3/A.

- Construction of approximately three miles of new trails trail, including removal and disposal of the existing asphalt trails to be replaced with DG trails with stabilizer and bender board edges
- Up to four (4) new ADA-compliant curb ramps on local roads (in locations identified in Exhibit 1- Improvement Plan Sheet Count)
- Landscaping with drought resistant native/non-native plants which are not known to be habitat for endangered species, and low flow irrigation systems at locations where existing water and power are present.
- Enhancement of unimproved/deficient trails, fences (deficient fencing on Vanderlip Park trail adjacent to Terrenea), trash cans and appurtenances
- Installation of CCT signs/decals at strategic locations throughout the trail route per the California Coastal Conservancy, PVPLC and the City's requirements
- Installation of rest benches
- Installation of post and cable fencing at certain locations
-
- Potential construction of a dirt or gravel parking area adjacent to Gateway Park along Palos Verdes Drive South (PVDS).
- Potential curb/gutter relocation at Fire Station #53, located at 6124 Palos Verdes Drive South to widen the sidewalk for trail.
- Potential surface water drainage improvements along PVDS adjacent to at Fire Station # 53 at PVDS and Sea Cove Dr.
- Installation of up to six (6) interpretive panels (signs) with map
- Erosion control and stormwater management features consistent with the SWPPP.

3.3 Engineers Estimate

Alta and Willdan will prepare an estimate of probable construction cost for the project improvements, with a corresponding bid table. Costs will be based on reference costs from recent Alta and Willdan projects and Alta's national and California databases of trail project costs. Quantities shall be provided in accordance with the industry standards with,

Exhibit "A"

as a minimum, the following units of measurement:

- Decomposed granite installation - Square Feet
- Asphalt concrete removal - Square Feet
- Asphalt concrete removal and replacement - Square Feet
- Curb and gutter removal and replacement - Linear Feet
- Existing trail repair - Square Feet
- Installation of ADA pedestrian ramps including removal and replacement complete - Each
- Installation of Signs - Each
- Replace property survey ties if necessary - Each
- Coastal interpretive panel (sign) with map - Each
- Rest Benches - Each
- Post & and cable fence - Linear Feet
- Landscaping with Irrigation - Square Feet
- Installation of perforated pipe - Linear Feet
- Removal of the existing chain link fence - Linear Feet
- Construction of gravel parking lot per plan -Lump Sum

3.4 Technical Specifications

Alta and Willdan will prepare technical specifications and special provisions and provided them at the final two submittal milestones. The specifications will be prepared in CSI format and will include an inventory of locations for curb and gutter removal, sign installation and street pedestrian improvements by street address,

3.5 SWPPP

Willdan will prepare an erosion control and stormwater management plan (SWPPP) consistent with the provisions of the National Pollutant Discharge Elimination System (NPDES) and the Clean Water Act.

3.6 PS&E Review and Finalization

Submittal milestones shall include a 75% submittal, a 95% (or final draft) submittal and a Final submittal. Alta and Willdan will attend a review meeting with the City at the 75% and 95% stages (2 meetings).

The City will provide Alta with a set of consolidated and internally consistent comments/mark-ups on the PS&E submittals at each of the above stages. Alta and Willdan will revise and complete the products at each stage per the deliverables outlined below.

Task 3 Deliverables

75% progress plans and estimate, and 95% and Final PS&E for Project Improvements:

- Plans 24'x36" in AutoCAD 2010, pdf and hard copy format
- Engineers Estimate and Bid Form spreadsheets in current version Microsoft Excel and pdf format, and hard copy
- Technical Specifications and Special Provisions in current version Microsoft Word and pdf format, and hard copy

4 Project Management Services During Bidding and Construction (Task C)

Alta and Willdan will provide limited project management services during bidding and construction. Project Management services include:

- 4.1 Construction project coordination, communication and observation, to the limits of the budget provided for this task.
- 4.2 Marking/flagging sign and other improvement locations in the field (construction control staking, if required, will be provided by the Contractor as part of the construction contract)
- 4.3 Responding to Requests for Information (RFIs) from bidders during the advertisement phase, and preparation of addenda as required (assumes no significant project changes or unanticipated conditions).
- 4.4 Attendance at the pre-construction meeting with contractor
- 4.5 Review and approval of project submittals
- 4.6 One set of duplicate “record” drawings based on the Contractor-maintained as-built drawings will be prepared at project close-out.

Task 4 Deliverables

- Meeting and teleconference notes
- RFI responses and addenda, where applicable
- Records of submittal reviews
- Project observation notes
- Record drawings

Exhibit 1

Improvement Plan Sheet Count– Tasks per RFP Exhibit A

The sheet count and descriptions follow the Activities outlined in RFP Exhibit A - Concept Improvement Plans. There would be a total of up to 20 sheets at the scale of 1"=40', or 1"=80', or other functional scale for sign layout, with 1"=20' scale sheets necessary for crosswalk, sidewalk widening and parking area as noted below.

Sheet 1/Activity 1: Palos Verdes Estates to Marguerite Drive and Activity 2-1: PVDW from Marguerite Drive to Calle Entradero (40 scale)

o **Alta Tasks, design:**

- New DG trail to connect to existing median trail
- Landscaping and irrigation to connect to existing power and water in median
- Interpretive node with site amenities including bench and interpretive or wayfinding sign panel (20 scale inset)
- Proposed DG Trail to replace existing A.C. trail
- Wayfinding

Sheet 2/Activity 2-1: PVDW from Marguerite Drive to Calle Entradero (40 scale)

o **Alta Tasks, design:**

- Proposed DG Trail to replace existing A.C. trail
- Landscaping and irrigation to connect to existing power and water in median
- Wayfinding

Sheet 3/Activity 2-2: PVDW from Marguerite Drive to Calle Entradero - Existing trail to remain. Proposed improvements limited to wayfinding.
(80 scale, combine 3 and 4)

o **Alta Tasks, design:**

Wayfinding - signs along trail and map kiosk at existing trailhead parking lot

Sheet 4/Activity 2-3: PVDW from Marguerite Drive to Calle Entradero - Existing trail to remain. Proposed improvements limited to wayfinding.
(80 scale, combine 3 and 4)

o **Alta Tasks, design:**

- Wayfinding

Sheet 5/Activity 3: Lower Point Vicente and Upper Point Vicente- Existing trail to remain
(40 scale)

o **Alta Tasks, design:**

-
- Wayfinding

Sheet 6/Activity 4-1: Point Vicente Interpretive Center
(40 scale)

- **Alta Tasks, design:**
 - Proposed DG trail to replace existing A.C. trail or parallel DG trail to existing A.C. trail
 - Wayfinding

(20 scale)

- **Alta Tasks, design:**
 - Design recommendations for improving two (2) interpretive nodes. Design to address circulation, and the addition of site amenities (i.e. interpretive sign, bench, and trash receptacle as appropriate).

Sheet 7/Activity 4-2: Point Vicente Interpretive Center
(40 scale)

- **Alta Tasks, design:**
 - Proposed DG trail to replace existing A.C. trail
 - Potential landscaping and irrigation to connect to existing power and water
 - Potential Site Amenities
 - Wayfinding

(20 scale inset)

- **Alta Tasks, design:**
 - Redesign/recommendation for improving one (1) interpretive node. Design to address improving use, circulation and the addition of site amenities (i.e. interpretive sign, bench, and trash receptacle as appropriate). Improvements to existing interpretive node assume no field topo survey.

Sheet 8/Activity 4-3: Point Vicente Interpretive Center
(40 scale)

- **Alta Tasks, design :**
 - Proposed DG trail – buffered sidepath along Palos Verdes Drive
 - Landscaping and irrigation where feasible, to connect to existing power and water
 - Wayfinding

Sheet 9/Activity 5-1: Lower Point Vicente to Terranea Resort
(40 scale - may combine with Sheet 8)

Exhibit "A"

- **Alta Tasks, design:**
 - Proposed DG Trail — buffered sidepath along Palos Verdes Drive, connection to existing trail
 - Landscaping and irrigation where feasible, to connect to existing power and water
 - Wayfinding

Sheet 10/Activity 5-2: Lower Point Vicente to Terranea Resort and Spa - Existing trail to remain, (80 scale w/20 scale inset map)

- **Alta Tasks, design:**
 - Remove existing chain-link fence and replace with post and cable fence, shown on small sale 20 scale inset map
 - Wayfinding

Sheet 11/Activity 6&7: Vanderlip Trail to Coast Site Drive (40 scale)

- **Alta Tasks, design:**
 - Proposed DG trail connection between existing trails
 - Wayfinding

(20 scale inset)

- **Alta Tasks, design:**
 - New interpretive node at Verderlip Park. Design to include DG gathering area and site amenities (i.e. interpretive sign, bench, and trash receptacle as appropriate). Assumes site plan will be schematic using aerial photo and field measurements - no formal field survey or engineering.

Sheet 12/Activity 7&8: Vanderlip Trail to Coast Site Drive (Crossing improvements) (40 scale)

- **Alta Tasks, design:**
 - Wayfinding
- **Willdan Tasks:**
 - Field topo survey and design for up to 4 curb ramps (as necessary across low volume road, Beachview Drive /Coastline Drive and cul-de-sac and Seahill Drive/Cul de sac).

Sheet 13/Activity 8: Seahill Drive/Tramonto Drive and PVDS (40 scale)

- **Alta Tasks, design:**
 - Proposed DG trail sidepath along Palos Verdes Drive
 - Wayfinding
 -

Sheet 14/Activity 9: Seahill Drive to Abalone Cove
Sheet 14A (40 scale):

Exhibit "A"

○ **Alta Tasks, design:**

- Proposed DG trail sidepath along Palos Verdes Drive
- Proposed DG trail sidepath from Sea Cove and connection to Abalone Cove Shoreline Park. This proposed alignment would not require retaining walls, therefore, this scope does not include site survey, design for retaining walls or significant grading.
- Wayfinding

Sheet 14B (20 scale):

○ **Willdan Tasks:**

- Analyze impact of curb/gutter relocation at Fire Station #53 and sidewalk widening
- Design of new curb, gutter, and sidewalk

Sheet 15/Activity 10-1: Abalone Cove Shoreline Park and Reserve
(40 scale)

○ **Alta Tasks, design:**

- Proposed DG trail through Abalone Cove Shoreline Park
- Remove existing chain-link fence and replace with post and cable fence
- Wayfinding

Sheet 16/Activity 10-2: Abalone Cove Shoreline Park and Reserve
(40 scale)

○ **Alta Tasks, design:**

- Proposed DG Trail to connect with existing trail to be improved by others (PVPLC)
- Wayfinding

Sheet 17/Activity 10-3: Abalone Cove Shoreline Park and Reserve -
Existing trail to be improved by others
(80 scale, combine on other sheets?)

○ **Alta Tasks, design:**

- Wayfinding

Sheet 18/Activity 10-4: Abalone Cove Shoreline Park and Reserve-
Existing trail to be improved by others
(80 scale, combine on other sheets?)

○ **Alta Tasks, design:**

- Wayfinding

Sheet 19/Activity 11: Gateway Park Trailhead and Parking Lot
(20 scale)

○ **Alta Tasks, design:**

- Trailhead and parking area layout design
- Landscaping (no water available at this location. Scope assumes irrigation to be provided by water truck or Land Conservancy)
- New interpretive node with trailhead amenities (i.e. interpretive panel, map kiosk, benches, trash receptacle).
- Wayfinding

○ **Willdan Tasks:**

- Traffic Analysis for driveway ingress and egress, site survey and design for parking area (layout and grading plan). Midblock crosswalk and possible roadway realignment or

Exhibit "A"

modifications would be an out-of-scope task, to be authorized separately if necessary/desired.

Sheet 20/Activity 12: Gateway Park to Bend Club Gatehouse
(20 scale)

- o **Alta Tasks:**
 - Proposed DG Trail
 - Wayfinding

Sheets 21-22
(80 scale)

- o **Alta Tasks, design:**
 - Wayfinding

Summary Sheet Counts:

Alta 40 scale sheets including trail, landscape, amenities, wayfinding signs (6) – 1, 2, 5, 7, 8/9, 16

Alta 40 scale sheets including trail and signs or fence only (7) – 6, 10, 11, 13, 14A, 15, 20

- Alta 20 scale inset maps for interpretive nodes (4 –) – 1, 6, 7, 11,

Alta 20 scale sheets with parking area layout and trailhead design (1 – combine with Willdan) – 19

Alta 80 scale sheets including signs only (7) – 3, 4, 12, 17, 18, 21, 22

Willdan 40 scale sheet including curb ramp design only (1 – combine w/ Alta sheet) – 12

Willdan 20 scale sheets including sidewalk design, traffic analysis for parking lot ingress and egress, and parking lot grading (2) – 14B, 19

