

Council Meeting of
April 24, 2007

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

Members of the Council:

SUBJECT: Public Works – Consulting Services Agreement with Carollo Engineers for Pre-Design Services for Best Management Practices and Habitat Restoration for Stormwater Detention Basins Tributary to Santa Monica Bay, CIP No. I-102. Expenditure: \$221,602

RECOMMENDATION:

The Public Works Director recommends that the City Council approve a Consulting Services Agreement with Carollo Engineers for Pre-Design services for Best Management Practices and Habitat Restoration for Detention Basins Tributary to the Santa Monica Bay as required by storm water regulations.

Funding

Funding for this Agreement is available from CIP No. I-102.

BACKGROUND

The 1972 amendments to the Federal Water Pollution Control Act prohibit the discharge of any pollutant to navigable waters of the United States unless authorized by a National Pollutant Discharge Elimination System (NPDES) permit.

The Environmental Protection Agency (EPA) is required to establish limits for each pollutant to navigable waters. The limits are referred to as Total Maximum Daily Loads (TMDL's). The Santa Monica Bay is listed as being impaired for coliform bacteria. The portion of Torrance north of Torrance Boulevard and west of Prairie Avenue is tributary to the Santa Monica Bay.

The Los Angeles Regional Water Quality Control Board (the Board) is the regulatory agency assigned by the EPA to set the TMDLs for all of Los Angeles County.

On August 3, 2004 the City Council approved a multi-agency Memorandum of Agreement (MOA) between the agencies in Jurisdictional Groups 5 & 6 for the development of an Implementation Plan (Plan) to address the bacteria TMDL for Santa Monica Bay. The Jurisdictional Groups 5 & 6 is made up of the cities of Manhattan Beach, El Segundo, Hermosa Beach, Redondo Beach, Torrance, as well as the County of Los Angeles and Caltrans. The Plan was prepared and submitted to the Board on July 15, 2005. The Plan identifies three approaches to comply with the bacteria TMDL. The three approaches are

Programmatic Solutions, Structural Best Management Practices (BMPs), and Source Identification & Control. Structural BMPs are treatment systems that can be installed to either redirect storm water away from the beach for groundwater recharge or to treat the storm water before it reaches the beach. Programmatic Solutions are public education and regulation efforts. Source Identification and Control is inspecting storm drains to track down pollution sources and stopping them at the source. The Plan provides a fifteen year timeline to comply with the bacteria TMDL regulation.

To comply with the Plan, the current capital improvement budget has funded \$125,000 for Programmatic Solutions and Source Identification & Control programs and \$250,000 (CIP No. I-102) for structural BMPs selection and pre-design.

Capital Improvement Project No. I-102 is proposed to solve bacteria contamination from the City of Torrance to the County's Herondo Drain. The Herondo Drain flows to the Santa Monica Bay. The Herondo Drain is the only storm drain with a tributary area in Torrance, which is not in compliance with the bacteria TMDL. The City of Torrance makes up 63% of the Herondo Drain tributary area, or 1,453 acres. The remaining area is from Redondo Beach. The entire 1,453 acres are also tributary to the Amie, Henrietta and Entradero stormwater detention basins (see Attachment B). The proposed pre-design contract is to determine the most cost effective and feasible ways of using these basins (or sumps) to treat bacteria and or infiltrate stormwater, as well as improving the basins for habitat restoration and public access. Completing this pre-design contract for the basins will provide the City with the environmental documentation, public outreach and plans required to qualify for grant funds from the State Water Resource Control Board and other State environmental agencies. Similar BMP projects for Redondo Beach and Manhattan Beach have already been awarded grant funds.

In brief, the opportunities staff has identified for the basins are as follows:

- Amie Basin could provide passive wetlands treatment and additional infiltration.
- Henrietta Basin could provide passive wetlands treatment, additional infiltration, habitat restoration, and improved public access.
- Entradero Basin could provide passive wetlands treatment, additional infiltration, habitat restoration, and improved public access, without affecting the existing recreational activities.

To manage this project and prepare a Request for Proposals and Scope of Work a Project Team was assembled with representatives from Public Works' Engineering and Sanitation Divisions, Community Development's Planning Division, Community Services' Parks and Recreation Division and the City Manager's Office.

ANALYSIS

Staff issued a Request for Proposals in October 2006 to nine engineering firms with experience in passive stormwater treatment systems and habitat restoration. Six firms responded. The Project Team evaluated the proposals and clearly GeoSyntec Consultants

and Carollo Engineers where most qualified and ranked a close number 1 and 2 respectively. Staff entered negotiations with GeoSyntec Consultants but could not obtain a fee that fit the budget for CIP No. I-102. The Project Team agreed to award the pre-design contract to Carollo Engineers for their original fee proposal of a not to exceed amount of \$221,602.

Carollo Engineers has successfully performed pre-design services for the Walteria and Ben Haggott Reservoirs Rehabilitation and Nitrification Reduction Project and are currently completing the final design for that project. Staff has been very pleased with the services provided by Carollo Engineers and the firm has the expertise for this project in house; no sub-consultants were required. The proposed Consulting Services Agreement (Attachment A) will provide the required pre-design services.

It is anticipated that the required water quality monitoring, pre-design, public outreach and environmental documentation process and will take up to 24 months.

Respectfully Submitted,

ROBERT J. BESTE
Public Works Director

CONCUR:


Robert J. Beste
Public Works Director


LeRoy J. Jackson
City Manager


By John Dettle
Project Manager

Attachment: A. Consulting Services Agreement
B. Location Map

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of April 24, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Carollo Engineers, an Arizona Corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide preliminary design and public outreach for rehabilitation of the Amie, Henrietta and Entradero stormwater retention basins and how those basins can be used to meet bacteria Total Maximum Daily Loads for the Santa Monica Bay.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 24, 2009.

3. COMPENSATION

- A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$221,602 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **CITY REPRESENTATIVE**

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

8. **CONSULTANT REPRESENTATIVE(S)**

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

Graham J. G. Juby, Ph.D., P.E.
Ash K. Wason, P.E.

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT’s employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform CITY of that fact and may not proceed except at CONSULTANT’s risk until written instructions are received from CITY.

13. **CARE OF WORK**

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

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

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

15. **INDEMNIFICATION**

CONSULTANT will indemnify, pay for cost of defense, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subconsultants or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply, but only to the extent covered by Consultant's negligence, even in the event of concurrent negligence on the party of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of CITY will be personally liable to CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed

accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

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

CONSULTANT: Carollo Engineers
10540 Talbert Avenue, Suite 200 East
Fountain Valley, CA 92708

Fax: (714) 593-5101

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

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. **GOVERNING LAW; JURISDICTION**

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**

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

29. **ATTORNEY'S FEES**

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

30. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. **CONSULTANT'S AUTHORITY TO EXECUTE**

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement;

and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE
a Municipal Corporation

Carollo Engineers
An Arizona Corporation

Frank Scotto, Mayor

ATTEST:

By: _____
Graham J. G. Juby
Partner

Sue Herbers
City Clerk

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

By: _____
Ash K. Wason
Partner

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A

Scope of Work

The Scope of Work establishes the tasks Carollo shall complete to provide a preliminary design for the rehabilitation of three stormwater detention basins. These basins are: the Amine Avenue Detention Basin; the Henrietta Detention Basin; and the Entradero Detention Basin. The work will focus on producing a feasible project with a high level of public involvement, which will be eligible to receive grant funding for final design and construction. Specific tasks include the following:

- ▶ Task 1: Project Management and Meetings.
- ▶ Task 2: Data Collection.
- ▶ Task 3: Water Quality Monitoring Plan and Scope of Work.
- ▶ Task 4: Geotechnical Investigations Scope of Work.
- ▶ Task 5: Public Outreach.
- ▶ Task 6: Topographic Base Maps.
- ▶ Task 7: Hydraulic Analysis, Evaluation of BMPs, and Conceptual Report.
- ▶ Task 8: CEQA Processing.
- ▶ Task 9: Development of 30-Percent Design.

A detailed Scope of Work for Tasks 1 through 9 is presented below.

TASK 1 - MEETINGS AND PROJECT MANAGEMENT

- 1.1 Prepare a Project Management Plan that outlines how the project will be managed for the duration.

Deliverable: A project management plan will be provided to the City.

- 1.2 Maintain coordination of the project team and City's Operations and Engineering staff. This task includes internal team meetings and regular correspondence with team members. Conduct the following project meetings:
- a. Upon receipt of the Notice to Proceed, coordinate a kick-off meeting with the project team. The project team is comprised of representatives from Public

Works Engineering and Operations, Parks and Recreation, Community Development, the City Manager's Office and Carollo staff. Objectives of the kick-off meeting include the following:

1. Introduce the project team.
2. Review administrative requirements background, goals, scope of work, schedule, data needs, deliverables, design standards, drawing formats, lines of communication, etc.
3. Discuss targeted sources of funding.
4. Discuss and refine the Public Outreach Plan with the project team. The Public Outreach Plan will include small focus groups with citizen and environmental stakeholders, meetings and correspondence with governmental jurisdictions, and public meetings. The proposed Public Outreach Plan is described in further detail under Task 5.
5. Collect data.
 - b. Six progress meetings with the project team. The timing of these meetings will be discussed and agreed with the project team during the course of the project.
 - c. Prepare a meeting summary, decision log, and a list of action items for each meeting.

Deliverables: Meeting agenda, decision logs, and meeting minutes will be provided to the project team.

- 1.3 Prepare six brief progress reports that include a summary of the work completed by task for the period, the work anticipated to be completed in the following period, and a status report on the project schedule and budget.

Deliverable: Six progress reports will be provided to the City.

TASK 2 - DATA COLLECTION AND UTILITY AND RIGHT-OF-WAY INFORMATION

- 2.1 Send a representative to the City to do a complete document and utility search in both the Public Works and Community Development Departments and provide a list of documents and utility plans that Carollo will reproduce for their own use. Request City utility information for water, sewer, storm drain, and rights-of-way. Request location maps from all other underground utilities identified on the Dig-Alert subscription website.

In the event of non-response, send up to one follow-up request for each utility. This work applies to each of the three stormwater detention basins.

Deliverable: Three aerial photograph figure of each basin, indicating approximate location of buried utilities.

- 2.2 Obtain Public Works guidelines, standards, CAD requirements, example sheets, and other necessary documents from the Public Works Department before beginning work on predesign documents.

Deliverable: E-mail confirmation that Public Works standards have been received and will be used on predesign documents.

- 2.3 Attend a one-day on-site inspection of the three basins, accompanied by City staff.

Deliverable: Site visit report and updated decision log.

TASK 3 - WATER QUALITY MONITORING PLAN AND SCOPE OF WORK

- 3.1 Provide the City with a Water Quality Monitoring Plan for each of the basins under consideration that drain to the Santa Monica Bay. The focus of the Water Quality Monitoring Plan will be to obtain appropriate data for selecting and sizing the appropriate Best Management Practices (BMPs). The Water Quality Monitoring Plan shall include at a minimum:

- a. Sampling locations and analyses for first-flush flows.
- b. Sampling locations and analyses for wet weather flows.
- c. Sampling locations and analyses for dry weather flows.
- d. Estimation of dry weather flows using a weir-type device.
- e. Schedule.

Deliverable: Draft and Final Water Quality Monitoring Plan, in technical memorandum format.

- 3.2 Provide a Water Quality Monitoring Scope of Work that is ready to be used in a Request for Proposals. Provide a list of recommended water quality monitoring specialty firms.

Deliverable: Water Quality Monitoring Scope of Work that references the technical memorandum.

TASK 4 - GEOTECHNICAL INVESTIGATIONS SCOPE OF WORK

- 4.1 Provide the City with a draft and final Scope of Work for geotechnical investigations for the basins that drain to the Santa Monica Bay. The scope of work will focus on estimating the percolation rates for the basins. The scope of work shall include the following at a minimum:
- a. Exhibits for soil boring locations, based on aerial photographs with contours provided by the City.
 - b. Names and method for geological evaluations such as percolation rates, depth to groundwater, and whether groundwater is under the influence of surface water.
 - c. Schedule.

Deliverable: Draft and Final Geotechnical Plan, in technical memorandum format.

- 4.2 Provide a Geotechnical Scope of Work that is ready to be used in a Request for Proposals. Provide a list of recommended geotechnical engineering firms.

Deliverable: Geotechnical Scope of Work that references the technical memorandum.

TASKS 5 - PUBLIC OUTREACH

- 5.1 Hold three focus group meetings with neighborhood associations, recreational organizations (such as mountain bike and baseball groups), and environmental organizations. Approximately 10 to 12 people will be invited to these meetings. Our experience is that this is an optimum size to allow public opinions to be heard, while preventing negative emotions from snowballing.

Assist the City with identifying interested parties. Prepare the invitations, to be mailed by the City.

Deliverable: PowerPoint presentation, agenda, and minutes for each meeting.

INSERT SIDEBAR:

Interested parties from the focus group meetings are likely to attend public meetings later in the planning process. These people are likely to provide positive comments at public meetings because they have been involved in the project planning from the

beginning. Positive public comments at public meetings are a major advantage to obtaining grant funding.

- 5.2 Submit plans and meet with the following public agencies to gather feedback and determine their requirements for permitting:
- a. Regional Water Quality Control Board
 - b. California Coastal Commission
 - c. Los Angeles County Department of Public Works (including Vector Control)

Deliverable: Microsoft® PowerPoint® presentation, agenda, decision log, and minutes for each meeting.

- 5.3 Conduct a minimum of two public outreach meetings at venues selected by the City. Carollo will prepare the meeting invitations. The City will supply the venue, mail the invitations, and/or advertise the meeting.

Deliverable: Microsoft® PowerPoint® presentation, agenda, and minutes for each meeting.

- 5.4 Conduct two public meetings with City Council and/or Commissions. Present renderings and Microsoft® PowerPoint® presentations of selected conceptual improvements for the basins. Prepare agendas and minutes.

Deliverable: Microsoft® PowerPoint® presentation, three 22-inch by 34-inch rendering boards, agenda, and minutes for each meeting.

TASK 6 - TOPOGRAPHIC BASE MAPS

INSERT SIDEBAR:

It is anticipated that grant funding will leverage the cost of final survey, design, and construction. Therefore, we propose to base the 30-percent design on Los Angeles County aerial photography and use a physical survey only for final design. This approach will focus the survey on the areas where improvements will be constructed.

- 6.1 Prepare scaled topographic base maps to be used as a basis for preliminary design. The base maps will use Los Angeles County aerial photographs and 2-foot contour data to be provided by the City.

- 6.2 Conduct a one-day site visit with the City's Parks and Recreation naturalist to locate areas of native vegetation, areas of exotic vegetation, and existing roads and utility structures on the base maps.
- 6.3 Show the approximate locations of existing buried utilities and aboveground structures on the base maps.

Deliverable: Three to four (the Entradero basin may require two maps to cover the entire area) 22-inch by 34-inch base maps, drawn to scale, showing areas of native and exotic vegetation, existing structures, and utilities.

TASK 7 - CONCEPTUAL REPORT

- 7.1 Prepare a Conceptual Report, summarizing data from Tasks 2 through 6. A draft and final Conceptual Report will be submitted. Meet with the City to review the draft Conceptual Report and discuss options. The Conceptual Report will cover the following subjects for each basin:
- a. Hydraulic analysis of each basin, focused on sizing BMPs for wet and dry weather flows.
 - b. Selection of BMPs, including pros and cons of each practice.
 - b. Sizing of BMPs.
 - c. Vector control.
 - d. Scaled site plan for each basin, showing size and location of proposed improvements, existing utilities, pump stations, storm drains, and other infrastructure.
 - e. Comments and permitting requirements from regulatory agencies.
 - f. Comments from focus groups and public meetings.
 - g. Issues raised in the California Environmental Quality Act (CEQA) process.
 - h. Planning level cost estimates.

Deliverable: Draft and final Conceptual Reports.

TASK 8 - CEQA PROCESSING

- 8.1 Process a City of Torrance CEQA checklist for the proposed project. The level of effort in this proposal is based on receiving a Negative Declaration.

It is anticipated that the City will be Lead Agency for the CEQA process.

Deliverable: City of Torrance CEQA checklist.

TASK 9 - 30-PERCENT DESIGN

- 9.1 Prepare one set of 30-percent design drawings of the stormwater improvements for each of the three basins, which may include the immediate surrounding area of each basin. Alternatively, prepare 30-percent design drawings for a pilot project to test the effectiveness of BMPs identified in the Conceptual Report (Task 7). The focus of the 30-percent design drawings will be to accurately describe and demonstrate the feasibility of the project to granting agencies. Submit the 30-percent design drawings in AutoCAD Release 2004, or newer, on 22-inch by 34-inch or 24-inch by 36-inch mylar sheets, as directed by the City. The 30-percent design drawings will comply with sample plans, to be provided by the City.

The 30-percent design will include, at a minimum, the following elements, drawn to the City's standards:

- a. Project title.
- b. Location map.
- c. Sheet index.
- d. Utility contacts.
- e. Basis of survey.
- f. Abbreviations.
- g. Plan sheet for each basin, 40-scale or smaller. Plan sheets will show, at a minimum, the following elements:
 1. Existing topography.
 2. Existing infrastructure.

3. Proposed structural BMPs.
 4. Proposed piping locations.
 5. Recreational facilities.
 6. Proposed habitat restoration areas.
 7. Proposed public access/viewing improvements.
 8. Invert elevations at key points such as grade changes.
 9. Existing utilities and rights-of-way.
- h. Hydraulic Profile Sheet for each basin, showing, at a minimum, the following elements:
1. Dry weather hydraulic grade line (HGL).
 2. Wet weather HGL.
 3. Existing grade.
 4. Proposed grade.

ASSUMPTIONS

The following assumptions were made in the development of the scope and budget for this project:

1. The City will provide document reproduction services for City documents and plans.
2. The City will provide recent Los Angeles County ortho-photographs with 2-foot contours in either AutoCAD or GIS format for each storm water basin.
3. The City will solicit proposals, award, and manage the Water Quality Monitoring contract.
4. The City will solicit proposals, award, and manage the Geotechnical contract.
5. City will mail the invitation for the public outreach meetings.
6. City will provide a venue for public meetings.
7. City will be lead agency for CEQA.
8. The level of effort in this proposal is based on a sheet count of 15 sheets. A preliminary sheet list will be provided when the project has been adequately defined to produce a sheet list.

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT B
City of Torrance
Consulting Services for Pre-Design of Best Management Practices & Projects for Detention Basins Tributary to Santa Monica Bay
Carollo Engineers - Revised Fee Summary
Susana/Dorris Detention Basins Removed from Scope

| Task Description | Personnel Hours | | | | | | | | | | Budget | | | | Total |
|---|---------------------|---------------------------|----------------------|--------------|------------------------|-------------------|------------|-----------------|-------------------|------------------|--|---------------------------------------|--|--|-------|
| | Senior Professional | Lead Project Professional | Project Professional | Professional | Assistant Professional | Senior Technician | Technician | Word Processing | Total Hours | Labor | Project Equipment and Communication Expense (PECE) | Other Direct Costs (Travel, Printing) | | | |
| Hourly Rate | 215 | 195 | 180 | 150 | 115 | 120 | 78 | 77 | | | 8.5 | | | | |
| TASK 1: Project Management and Meetings | | | | | | | | | | | | | | | |
| 1.1 Project Management Plan | 2 | 10 | 8 | 8 | 40 | 8 | 2 | 22 | \$ 3,974 | \$ 187 | \$ - | \$ 4,161 | | | |
| 1.2 Kick-Off and Progress Meetings (7) | 28 | 45 | 42 | 42 | 8 | 8 | 14 | 129 | \$ 23,433 | \$ 1,097 | \$ 350 | \$ 24,880 | | | |
| 1.3 Progress Reports (7) | 6 | 20 | 18 | 18 | 0 | 0 | 0 | 44 | \$ 8,430 | \$ 374 | \$ - | \$ 8,804 | | | |
| Subtotal Task 1 | 36 | 75 | 68 | 0 | 0 | 0 | 16 | 195 | \$ 35,837 | \$ 1,658 | \$ 350 | \$ 37,845 | | | |
| TASK 2: Data Collection | | | | | | | | | | | | | | | |
| 2.1 City and Utility Data Collection | 2 | 4 | 4 | 4 | 40 | 8 | 4 | 50 | \$ 6,118 | \$ 425 | \$ - | \$ 6,543 | | | |
| 2.2 Obtain Public Works Standards | 2 | 2 | 2 | 2 | 8 | 8 | 2 | 22 | \$ 2,870 | \$ 187 | \$ - | \$ 3,057 | | | |
| 2.3 Site Inspection | 12 | 12 | 12 | 12 | 48 | 8 | 4 | 24 | \$ 4,500 | \$ 204 | \$ - | \$ 4,704 | | | |
| Subtotal Task 2 | 2 | 18 | 12 | 4 | 48 | 8 | 4 | 96 | \$ 13,488 | \$ 816 | \$ - | \$ 14,304 | | | |
| TASK 3: Water Quality Monitoring Plan & Scope of Work | | | | | | | | | | | | | | | |
| 3.1 Water Quality Monitoring Plan | 2 | 8 | 16 | 16 | 16 | 0 | 2 | 42 | \$ 6,434 | \$ 357 | \$ - | \$ 6,791 | | | |
| 3.2 Water Quality Monitoring Plan Scope of Work | 2 | 2 | 2 | 2 | 2 | 0 | 2 | 8 | \$ 1,204 | \$ 68 | \$ - | \$ 1,272 | | | |
| Subtotal Task 3 | 2 | 10 | 16 | 0 | 18 | 0 | 4 | 50 | \$ 7,638 | \$ 425 | \$ - | \$ 8,063 | | | |
| TASK 4: Geotechnical Investigations Scope of Work | | | | | | | | | | | | | | | |
| 4.1 Geotechnical Plan | 2 | 8 | 8 | 8 | 8 | 0 | 2 | 26 | \$ 4,630 | \$ 221 | \$ - | \$ 4,851 | | | |
| 4.2 Geotechnical Scope of Work | 2 | 4 | 4 | 4 | 8 | 0 | 2 | 8 | \$ 1,364 | \$ 68 | \$ - | \$ 1,432 | | | |
| Subtotal Task 4 | 4 | 12 | 8 | 8 | 0 | 0 | 2 | 34 | \$ 5,994 | \$ 289 | \$ - | \$ 6,283 | | | |
| TASK 5: Public Outreach | | | | | | | | | | | | | | | |
| 5.1: Focus Group Meetings (4) | 12 | 24 | 24 | 40 | 40 | 20 | 8 | 108 | \$ 18,196 | \$ 918 | \$ 200 | \$ 19,314 | | | |
| 5.2 Public Agency Meetings (3) | 10 | 18 | 18 | 18 | 18 | 0 | 6 | 70 | \$ 12,062 | \$ 595 | \$ 200 | \$ 12,857 | | | |
| 5.3 Public Outreach Meetings (2) | 8 | 16 | 16 | 16 | 16 | 0 | 5 | 56 | \$ 10,120 | \$ 476 | \$ 1,500 | \$ 12,096 | | | |
| 5.4: City Council Presentations (2) | 12 | 16 | 16 | 16 | 16 | 24 | 8 | 84 | \$ 13,860 | \$ 714 | \$ 1,500 | \$ 16,074 | | | |
| Subtotal Task 5 | 42 | 74 | 74 | 90 | 0 | 24 | 14 | 318 | \$ 54,238 | \$ 2,703 | \$ 3,400 | \$ 60,341 | | | |
| TASK 6: Topographic Base Maps | | | | | | | | | | | | | | | |
| 6.1 Prepare Base Maps | 2 | 4 | 4 | 20 | 20 | 20 | 50 | 50 | \$ 7,330 | \$ 425 | \$ - | \$ 7,755 | | | |
| 6.2 Site Visit to Locate Existing Structures and existing areas of native and exotic vegetation | 4 | 4 | 8 | 8 | 8 | 0 | 20 | 20 | \$ 3,420 | \$ 170 | \$ - | \$ 3,590 | | | |
| 6.3 Show Existing Utilities, Structures, and areas of native and exotic vegetation on Base Maps | 4 | 4 | 12 | 28 | 12 | 20 | 36 | 36 | \$ 3,720 | \$ 306 | \$ - | \$ 4,026 | | | |
| Subtotal Task 6 | 2 | 12 | 12 | 28 | 12 | 20 | 0 | 106 | \$ 14,470 | \$ 901 | \$ - | \$ 15,371 | | | |
| TASK 7: Hydraulic Analysis & Evaluation of BMPs & Conceptual Report | | | | | | | | | | | | | | | |
| 7.1 Conceptual Report | 4 | 12 | 20 | 60 | 36 | 8 | 8 | 148 | \$ 21,180 | \$ 1,258 | \$ - | \$ 22,438 | | | |
| Subtotal Task 7 | 4 | 12 | 20 | 60 | 36 | 0 | 8 | 148 | \$ 21,180 | \$ 1,258 | \$ - | \$ 22,438 | | | |
| Task 8: CEQA Processing | | | | | | | | | | | | | | | |
| 8.1 Process a City of Torrance CEQA (Initial Study) Checklist | 2 | 4 | 8 | 40 | 40 | 0 | 8 | 62 | \$ 9,266 | \$ 527 | \$ - | \$ 9,793 | | | |
| Subtotal Task 8 | 2 | 4 | 8 | 40 | 40 | 0 | 8 | 62 | \$ 9,266 | \$ 527 | \$ - | \$ 9,793 | | | |
| TASK 9: Development of 30% Design | | | | | | | | | | | | | | | |
| 9.1 30% Design Drawings (15 sheets) | 8 | 12 | 20 | 44 | 76 | 116 | 76 | 360 | \$ 43,464 | \$ 3,060 | \$ 640 | \$ 47,164 | | | |
| Subtotal Task 9 | 8 | 12 | 20 | 44 | 76 | 116 | 76 | 360 | \$ 43,464 | \$ 3,060 | \$ 640 | \$ 47,164 | | | |
| TOTAL | 102 | 229 | 238 | 274 | 190 | 168 | 104 | 64 | \$ 205,575 | \$ 11,637 | \$ 4,390 | \$ 221,602 | | | |

LOCATION MAP

Legend

-  City Storm Drains
-  County Storm Drain



