

Council Meeting of
July 17, 2007

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

Members of the Council:

Subject: Public Works – Award of Consulting Services Agreement to Plotnik & Associates for the Torrance City Yard Water Quality Improvement Project. Expenditure: \$116,930

RECOMMENDATION

The Public Works Director recommends that the City Council:

1. Award a Consulting Services Agreement in the amount of \$116,930 to Plotnik & Associates of Rancho Dominguez, California to perform design services for the Torrance City Yard Water Quality Improvement Project; and
2. Transfer the remaining fund balance of \$151,415 from Torrance Beach Water Quality Improvement Project, CIP No. I-64, Torrance City Yard Water Quality Improvement Project, to FEAP #572.

Funding

Funding is available from CIP FEAP #572 and remaining funds from CIP No. I-64, Torrance Beach Water Quality Improvement Project.

BACKGROUND

The City of Torrance has historically stored and maintained the City's heavy vehicles and equipment within its 23 acre City Yard located at 20500 Madrona Avenue. The storm water runoff from the site has also followed historical patterns with surface runoff directed to nearby catch basins of the public storm drain system that eventually flow to the Santa Monica Bay. Recently the Los Angeles County Department of Health Services (DOHS) and the Regional Water Quality Control Board (Board) reviewed the City Yard. The Board noticed the City of Torrance to provide storm water treatment methods and facilities to address oil and grease from the City's heavy vehicles. The DOHS is concerned about street sweeper runoff infiltrating the landfill component of the City Yard and want that run-off to go to the sewer system, via a sweeper waste transfer station and clarifier.

The Torrance Beach Water Quality Improvement Project was funded by a grant from the State Water Resources Control Board. That project installed trash collection systems into the storm drains tributary to Torrance Beach. That project was completed

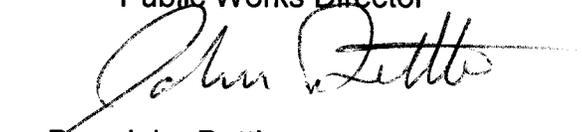
and had a balance of \$151,415. Staff sent a written request to the State requesting the remaining funds be used to install a storm water clarifier for the City Yard parking lots. On April 5, 2007 the City received a letter approving this use of the remaining funds. Please see Attachment B.

ANALYSIS

Staff issued a Request for Proposals in May 2007 for the design of the Torrance City Yard Water Quality Improvement Project to six qualified firms. Five of the firms declined to propose on the project due to its small size or due to their work loads. Re-issuing the Request for Proposals for this job would probably result in similar responses. The local firm Plotnik & Associates submitted a proposal and has experience working with Torrance staff on previous projects and experience designing and permitting water treatment systems. Plotnik & Associates has successfully performed design services for other public agencies and they have another contract in good standing with the City of Torrance. Their references were checked and found to be in order. We negotiated their original proposal of \$143,000 down to \$116,930 by better clarifying the project scope. Plotnik will provide survey of the City Yard, design plans, specifications, estimates and recommendations on the two clarifiers and sweeper transfer station location.

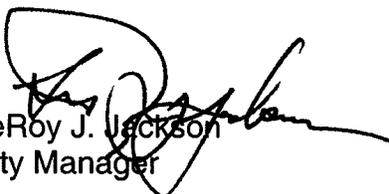
Respectfully submitted,

ROBERT J. BESTE
Public Works Director


By John Dettle
Project Manager

CONCUR:


Robert J. Beste
Public Works Director


LeRoy J. Jackson
City Manager

Attachments: A. Consulting Services Agreement – Plotnik & Associates
B. Letter from State Water Resources Control Board

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of July 17, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Plotnik and Associates, a California corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to design the Torrance City Yard Water Quality Improvement Project.
- 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 July 17, 2008.

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 \$116,930 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.

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

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
 - a. cease operations as directed by CITY in the notice;
 - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

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

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders,

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. CITY REPRESENTATIVE

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

8. CONSULTANT REPRESENTATIVE(S)

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

Zvi Plotnik

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

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

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

17. INSURANCE

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
 4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
- C. CITY, 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: Plotnik and Associates
18710 S. Wilmington Ave., Ste 203
Rancho Dominguez, Ca.
90220
Fax: 310-605-6658

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

Plotnik and Associates
a California Corporation

Frank Scotto, Mayor

By: _____
Zvi Plotnik
President

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 12/13/2006

Scope of Work

I. Preliminary Design

A. Project Kick-Off Meeting

Consultant will attend a kick-off meeting at the City and prepare a meeting agenda. The agenda should include:

- Lines of communication between the City, consultant, regulatory agencies and other agencies involved in the project.
- Discuss the project requirements, scope of work, schedule and define the Project Team (combined City and Consultant staff).

Consultant should prepare and distribute meeting minutes with any action items.

B. Research/Review of Available Data/Regulations

Consultant will research and obtain all available data as a reference to prepare the project pre-design report and final PS&E. Data includes, but is not limited to, State, County, City, utility and other records/documents, existing street, storm drain, gas, sewer and water main improvement plans, topographic data maps, record drawings, wet and dry utility plans (to determine size and location), geotechnical reports, survey centerline and private property monument data and other pertinent information. Consultant will research and review state of the art technology regarding clarifiers and BMP's. Consultant will prepare a table summarizing the obtained data and submit a copy to the City. The Project Team will review this information prior to beginning surveys and preliminary design. The Consultant will also review all applicable regulations of the NPDES Permit No. Cas00401 (amended 9-14-06 by order R-4-2006-0074), Uniform Building Code, the Uniform Plumbing Code, L.A. County Sanitation District Industrial Wastewater Ordinance, other L. A. County codes, State of California Codes, and any applicable Federal regulations that would impact the design of the desired facilities.

C. Site Evaluation

Perform a field inspection of Torrance City Yard to:

- Verify record drawings, pipe locations and elevation, and other data
- Identify selected areas as suitable for the location of the Transfer Station clarifier and sewer connection
- Identify areas suitable for the installation of the parking lot stormwater clarifier
- Create a photo log of key project areas

Consultant will schedule a City representative to be present during the inspection(s) of the City Yard.

II. Preliminary Surveys, Studies & Coordination

A. Design Topographic and Boundary Survey

Consultant or its subcontractor will perform the Design Aerial Topographic survey. The survey shall be in conformance with the State Land Surveyors Act and be performed under the direct supervision of a CA Registered Land Surveyor. Consultant shall use California State Plane Zone 5 (NAD 83). All work shall be done to National Mapping Accuracy Standards and should include:

- 1 Establish horizontal and vertical survey and construction control for the project.
- 2 Perform topographic survey, as required, and may include, but not be limited to:
 - 2.1 Locate all existing improvements within the City Yard and 25' outside of the south, east and north boundaries of the City Yard. Also include Madrona Avenue and 50' west of the west r/w line of Madrona Avenue (an area roughly 2000' north-south and 1500' east-west). Existing improvements include, but are not limited to: above ground utilities, structures, landscape areas, manholes, valve covers, utility vaults and covers, signs, trees, utility poles, traffic signal poles, curbs, cross gutters, local depressions, bus pads, catch basins, driveway openings, sidewalks, corner access ramps, parkway drains, etc.
 - 2.2 Provide 1.0 ft contours.
 - 2.3 Consultant shall verify invert elevations of all accessible below ground pipes and identify them in the design survey.
 - 2.4 Identify in the survey any other monuments, including those on tops of curbs, sidewalk or in the parkway.
- 3 Consultant will sign, date and submit all original survey notes to the City within 15 working days after the completion of the survey.

Consultant shall provide traffic control as required during survey operations. Lane closures shall be in accordance with City of Torrance Standards, available upon request.

B. Utility Research, Notification and Potholing and Soil Boring

Research and obtain available existing utility records within the project limits. Compile a Utility Notification and Response Log in a table format and include dates of notification, persons/utility notified and responses from utility. Copies of this information will be provided to the City. Notifications will include:

- Initial Utility Information Request
- Prepare to Relocate Notice (if applicable)
- Notice to Relocate (if applicable)

Utilities to be notified will include: Southern California Edison, Pacific Bell Telephone, Verizon, GTE, Southern California Gas, Time Warner Cable, Water Replenishment District, West Basin Municipal Water District, and Southern Cal Water.

Consultant will provide a pothole and soil boring plan. Pothole locations will be based on information received from utility investigations. Consultant will arrange for utilities to be

EXHIBIT A

marked prior to the design topographical survey. Pothole locations and depths will be marked on the pavement surface and will show both horizontal location and depth from surface to the utility. All potholing not done by utility companies will be done by city forces. From the utility research and utility potholing, Consultant will compile and incorporate utility information on the Project Base Sheets. Conflicts with existing utilities will be identified for resolution with the conflicting utility. Consultant will coordinate with the utility agencies throughout the design phase. Consultant shall prepare a soil boring plan showing locations and depths for soil borings required for the final design. The City's Geotechnical consultant will complete the borings and deliver the geotechnical report. The Consultant will utilize the geotechnical report in the final design.

C. Pre-Design Report

This report will provide at least 2 design alternatives for transfer station with cost estimates and at least 2 design alternatives with cost estimates for the stormwater clarifier and/or recommended BMP to address NPDES permit and Santa Monica Bay bacteriaTDML compliance. The design alternatives for the Transfer Station shall include cross sections that extend west to Madrona Avenue and the homes on the west side of Madrona Avenue to analyze the visual, acoustic, and odor impact of the Transfer Station on those homes

Consultant shall meet with city staff to discuss the alternatives and select ones for the final design. Every effort should be made to present design alternatives in conformance with the project budget.

D. Obtain Permits- Industrial Wastewater and Building and Safety

Consultant will obtain the Industrial Wastewater Permit from the Los Angeles County Sanitation District after the 95% plans are complete; the application is made thru the City of Torrance Community Development Department (Engineering Permits Division-Issa Malki-310-618-5898). The Consultant shall apply for the Building and Safety permit from the Torrance Community Development Department and complete all requested changes to the plans leaving the permit ready for the contractor to pickup and start work.

III Plans & Specifications

A. 75% & 95% Plan Submittal

Consultant will prepare and submit plans to the City at 75% and 95% completion. Plans shall be on 24" x 36" sheets, unless otherwise required for utility agencies. Type may either be blue-line ammonia or blacklined bond paper. Consultant shall submit two (2) sets of plans to the City for each submittal. The 95% plans are essentially complete and provide City an opportunity to do a final plan check. Consultant shall meet with City staff to review comments after each submittal.

Consultant will prepare plan sheets utilizing the design topographic survey, utility research data and existing street, storm drain, sewer and water main improvement plans. The base sheets will be utilized for the design of the City Yard Clarifier and the Sweeper Transfer station. The four mylar base sheets will be prepared at a 1"=50' scale, with the project being divided into quarters with a 20% overlap. A 1"=40' scale mylar work plan showing the combined four base sheets that is 48" x 54" will also be provided. All plans will be identified as CP-402 with the appropriate sheet number.

All plan types will be in conformance with City of Torrance format, the latest applicable design/drafting standards and shall incorporate the City of Torrance Public Works Department Title block. The Public Works Department Title Block (available from the city) shall be used on all 24" x 36" plan sheets.

Consultant shall deliver all topography and design in files prepared with AutoCAD Version 2007 3D or latest edition thereof. Line styles will be conventional. Text annotation will be stored in layers separate from the graphic elements. An AutoCAD file, layering, line style and color specification will be provided by the Consultant to the City for approval before drafting work begins. Locations of any property lines, centerlines or rights of ways shown on the topography shall be shown graphically from specified Datum.

The topographic file shall include the basis of horizontal and vertical control, North arrow, date of survey, Survey Crew Chief and supervising Licensed Land Surveyor review and sign off, notes and details.

Title Sheet will include project title, vicinity map, general notes, benchmark with basis of coordinates, dig alert information and legend of symbols.

Construction Notes and Detail Sheets will include a construction note index, list of utility companies with contact name and telephone number, list of standard plans grouped by agency (i.e. APWA, City of Torrance, Caltrans, etc) and construction details. Multiple sheets may be required.

B. Quantity Calculations and Cost Estimate

Consultant shall submit preliminary quantities and construction cost estimate in the City's Bid Schedule format at the 75% and 95% submittals. Unit prices will be based upon the most current cost information for a recent, similar project. The final quantity/cost estimate will be based on the final construction plans and project

EXHIBIT A

specifications and submitted with the 100% submittal. Cost estimates shall include a 5% contingency.

Note: The budget (design and construction) for this project is \$636,000. The consultant shall compare its estimated construction costs from the Pre-design Report to the available budget. If the consultant's final estimated costs exceed the available budget, the consultant shall inform the City and provide recommendations for cost reduction.

C. Project Specifications

Consultant will use the city's standard "boiler plate" specifications (Word 2003) and prepare the Special Provisions portion of the Construction Specifications and Contract Documents in Greenbook format suitable for bidding and awarding of the Contract. These special provisions will be incorporated into the City's standard construction document package. Consultant will prepare the Bid Schedule.

D. 95% Submittal of Plans & Profiles, Specifications/Special Provisions, Quantities and Cost Estimate

The 95% submittal will include five (5) complete sets of: all plans, specifications/special provisions and quantities/cost estimate for final review. Paper type may either be blue-line ammonia or blacklined bond paper. Additional sets shall be submitted to the Los Angeles County Sanitation District and the Torrance Building and Safety Division. Comments and corrections from both agencies shall be incorporated into the 100% submittal.

E. Final Submittal

Upon City approval of the 100% plans submittal, consultant will submit a complete set of stamped/signed (CA Registered Civil Engineer) original plans on mylar, an unbound set of stamped/signed specifications/special provisions and a quantities/cost estimate. The consultant will also submit an electronic copy of all final AutoCAD drawings (with x-refs and plot configuration files), specifications/special provisions and quantities/cost estimate on a CD-ROM.

F. Project Management & Meetings

Consultant will perform all project management services during the course of the project as required to complete its contract work (i.e. General Project Coordination, Preparation of Schedule, Quality Control, Progress Reporting, Subconsultant Management).

To ensure understanding of the contract objectives and coordination between the team, meetings between the City and Consultant will be held as follows: for each of the required submittals, at the pre-job, and two additional meetings, as requested for a total of six meetings. Consultant should have no more than 2 attendees per meeting. Project objectives, schedule and any other issues will be discussed and resolved or assigned for follow-up.

At these meetings, consultant will bring copies of any completed plans, specifications, estimate and an updated project schedule for submittal.

EXHIBIT A**G. Bid and Construction Support**

Consultant will provide a task item for bid and construction support. Compensation will be based only on actual effort and cost.

H. Reimbursable Expenses

Consultant will provide an allowance for reimbursable expenses. Compensation will be based only on actual costs (or cost plus 7% markup for outsourced work). The expected unit costs shall be listed in the task description fee estimate. This is intended to budget for reimbursable expenses that are associated only with reprographics of plans and paper documents, postage and mileage when making submittals to the City and other agencies or utility companies. Costs to print documents, produce reprographics, postage, telephone, faxes and mileage for consultant's internal review and/or coordination with satellite offices or subconsultants should be included in the fees for the various tasks.

I. Operations, Maintenance and Safety report

1. After construction, Consultant shall prepare and deliver an operations and maintenance manual for the as-built facilities, including the clarifiers and the transfer station.
2. Consultant shall prepare and deliver a safety report with recommendations for the safe operation of the designed facility. The report should include a listing of the designed safety elements, postings and markings, etc and their functions.

J. City Responsibilities

1. City will provide access to the site.
2. City will provide an electronic copy of its "boiler plate" specifications.
3. City will provide a copy of its records of centerline monuments/ties and an electronic copy of its 2000 aerial photography and superimposed utility and boundary line information.
4. City will provide an electronic copy of the Public Works Department title block.
5. City will provide samples of various sheets from a recent Public Works improvement project.
6. CEQA Documentation that has already been completed.
7. Provide conference room and attend scheduled meetings
8. City will provide electronic and hard copy of existing aerial and site plan with some utilities shown.
9. City will provide copy of Project Summary sent to State Water Resources Board

K. Work not in this phase of project

1. Construction staking
2. Monument protection
3. Inspection
4. As-builts

MANHOUR AND FEE ESTIMATE
City of Torrance
Torrance City Yard Water Quality Improvement Project
FEAP 572

	Project Manager	Project Engineer	Cadd Tech	Survey Crew	Project Surveyor	Survey Support	Administrative Clerical	Consultant Cost	Total Hours	Total
I. Preliminary Design	\$ 160.00	\$ 120.00	\$ 80.00	\$ 205.00	\$ 155.00	\$ 105.00	\$60.00			
TASK										
Project Kick-Off Meeting	2	2							5.0	\$ 620.00
Research/Review of Available Data	4	8	24						38.0	\$ 3,640.00
Site Evaluation	4	12	16						34.0	\$ 3,480.00
Subtotal	10	22	40					\$0.00	77.0	\$ 7,740.00
II. Preliminary Surveys, Utilities & Coord										
TASK										
A. Design Topographic survey	4	8		60	16	60			132.0	\$ 22,680.00
B. Aerial Topographic Mapping				24	16	24		\$ 4,750.00	48.0	\$ 14,670.00
B. Utility Research and Notification	2	4	16						22.0	\$ 2,080.00
C. Utility Coordination	2	4	16						22.0	\$ 2,080.00
D. Base Sheets	4	16	24						44.0	\$ 4,480.00
E. Potholing & Boring Plan	4	8	8						20.0	\$ 2,240.00
Subtotal	16	40	56	84	32	84		\$ 4,750.00	280.0	\$ 48,230.00
III. Plans & Profile										
TASK										
A. 75% & 95% Plan Submittal	24	172	216						412.0	\$ 41,760.00
B. Quantity Calculation and Cost Estimate	4	16	20						40.0	\$ 4,160.00
C. Project Specifications	4	12					16		32.0	\$ 3,040.00
D. 100% Submittal of PS&E	4	16	16						36.0	\$ 3,840.00
E. Final Submittal	4	8	8						20.0	\$ 2,240.00
F. Project Management & Meetings	12	12							24.0	\$ 3,360.00
G. QA/QC	16									\$ 2,560.00
Subtotal	68	236	260	-	-	-	16	\$ -	580.0	\$ 60,960.00
GRAND TOTAL	94	298	356	84	32	84	21	\$ 4,750.00	937.0	\$ 116,930.00

CITY OF TORRANCE
 FEAP 572-Torrance City Yard
 Water Quality Improvement Project

PLOTNIK ASSOCIATES

State Water Resources Control Board

Attachment B



Linda S. Adams
Secretary for
Environmental Protection

Division of Financial Assistance

1001 I Street, Sacramento, California 95814 • (916) 341-5700
Mailing Address: P.O. Box 944212 • Sacramento, California 94244-2120
FAX (916) 341-5707 • <http://www.waterboards.ca.gov>



Arnold Schwarzenegger
Governor

MAR 23 2007

Mr. Robert Beste
Public Works Director
City of Torrance
1033 Madrona Avenue
Torrance, CA 90503

Dear Mr. Beste:

APPROVAL TO USE RESIDUAL GRANT FUNDING FOR CITY OF TORRANCE (CITY);
TORRANCE BEACH WATER QUALITY POLLUTION REMOVAL PROJECT; LETTER OF
COMMITMENT NO. 0-069-600-0

Thank you for the City's submittal of the City Yard Water Quality Improvement Project letter and documentation dated March 7, 2007. The City is requesting to use the balance of the original \$700,000 grant that was appropriated in the FY 2000-01 Budget Act for the Torrance Beach Water Quality Pollution Removal Project. This new project titled City Yard Water Quality Improvement Project would use the remaining \$151,660 to add a stormwater interceptor clarifier to address runoff from the City Yard parking lot.

I have reviewed and approve the City's Project Plan because it meets the original intent of the appropriation enacted for Fiscal Year 2000-01. Upon completion of this project, please submit a Final Project Report including photos, and any monitoring data/analysis.

Please feel free to contact me at (916) 341-5827 or via e-mail at mfong@waterboards.ca.gov if you have any questions.

Sincerely,

Mark Fong
State Water Board Project Manager

cc: Mr. John Dettle
City of Torrance
1033 Madrona Avenue
Torrance, CA 90503

California Environmental Protection Agency



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