

Council Meeting of
November 6, 2007

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

Members of Council:

SUBJECT: Public Works - Award a Public Works Agreement, Award a Consulting Services Agreement for Construction Inspection Services and a Consulting Services Agreement for geotechnical services for the construction of the Plaza Del Amo Sewer Project. Expenditure: \$1,040,287.02.

RECOMMENDATION

The Public Works Director recommends that the City Council:

1. Approve the Plans and Specifications for the Plaza Del Amo Sewer Project (B 2007-35) on file in the City Clerk's Office; and
2. Award a Public Works Agreement to the lowest bidder, Charles King Co., Inc., in the amount of \$934,192.40; and
3. Authorize a 5% contingency in the amount of \$46,709.62 for this project; and
4. Award a Consulting Services Agreement to HB-Hyecom Inc., in the amount of \$50,400.00 for inspection services for this project; and
5. Award a Consulting Services Agreement to Geo-Environmental Inc., in the amount of \$8,985.00 for geotechnical services for this project.

Funding

Funding for this agreement is available from Miscellaneous Sewer Main Improvements, CIP No. I-61

BACKGROUND

The existing 12 inch sewer main along Plaza Del Amo Boulevard from Jefferson Street to Arlington Avenue was built prior to 1940. Over the years tree roots have infiltrated the pipes and have caused extensive damage to the pipes. The maintenance crews routinely have to de-root these pipes to maintain proper flow. The last Sewer Master Plan identified a need to relieve or divert sewage flows from the Downtown Area and redirect those flows to a trunk sewer previously constructed in Abalone Avenue.

The existing sewer main now carries flows from the Oak Street Development and are undersized for these flows.

The Plaza Del Amo Sewer Project will increase the size of the sewer main from Jefferson Street to Arlington Avenue from 12 inch to 18 inch diameter pipe, install the sewer deeper and connect to the existing sewer at Border Avenue. This increase in pipe size and deeper installation will help relieve sewers in the Downtown Area (see Attachment D - Location Map).

ANALYSIS

The project was publicly advertised on September 16 and September 19, 2007 and seventeen bids were received and opened on October 11, 2007. The bids ranged from \$934,192.40 to \$2,484,350. The five lowest bids are listed below:

1. Charles King Co., Inc.	\$ 934,192.40
2. Dominguez General Engineer	\$1,078,235.00
3. Zondiros Corporation	\$1,208,695.00
4. PALP dba Excel Paving	\$1,279,300.00
5. DSLB, Inc.	\$1,279,560.00

The engineer's estimate for this project was between \$1,000,000 and \$1,500,000. Charles King Co., Inc. has previously done similar work for the City as a subcontractor for the Downtown Sewer Rehabilitation Project. Staff has found them to be professional and reliable.

Request for Proposals for inspection services were mailed on September 6, 2007. Four companies submitted their proposal and they are listed below:

1. HB-Hyecom, Inc.	\$50,400.00
2. CBM Consulting, Inc.	\$61,450.00
3. Tetra Tech, Inc.	\$63,357.00
4. Bureau Veritas	\$63,360.00

HB-Hyecom, Inc. is currently inspecting the City's slurry seal project and staff has found them to be professional and reliable.

Geo Environmental, Inc. has quoted the City a price of \$8,985 for geotechnical services for this project. Geo Environmental has been providing the City with geotechnical services under a multi-project agreement since 2003. That contract will soon expire. A Request for Proposal will be sent out for another multi-project agreement after the next Capital Improvement Program Budget is approved. The sole source recommendation is based on satisfactory services since 2003 and reasonable fees.

It is recommended that City Council award a Public Works Contract to Charles King Co., Inc., in the amount of \$934,192.40, authorize a 5% contingency in the amount of \$46,709.62; award a Consulting Services Agreement to HB-Hyecom Inc., in the amount of \$50,400.00 for inspection services; and award a Consulting Services Agreement to Geo-Environmental Inc., in the amount of \$8,985.00 for geotechnical services for this project.

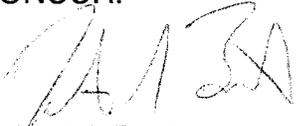
Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By John Dettle
Project Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

City Manager's Note:

The City's intention was to have the Plaza Del Amo sewer main replaced prior to the Jefferson Street development north of Wilson Park as this line feeds into the Plaza Del Amo main. Due to a delay in the capital project, the development north of Wilson Park preceded the replacement. Staff is bringing the Plaza Del Amo replacement project forward at this time to increase the line capacity as originally planned.

- Attachments:
- A. Public Works Agreement – Charles King Co., Inc.
 - B. Consulting Agreement – HB-Hyecom, Inc.
 - C. Consulting agreement – Geo Environmental, Inc.
 - D. Location Map

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of November 6, 2007 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Charles King Co. Inc., ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct PLAZA DEL AMO SEWER PROJECT.
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of PLAZA DEL AMO SEWER PROJECT. Notice Inviting Bids No. B2007-35 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of **\$934,192.40** ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, 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, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection 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, CONTRACTOR 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 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 CONTRACTOR, the CITY may, at the expense of the CONTRACTOR 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 CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 controls, 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

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR'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 CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the 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 the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S 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 the 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 CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

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

Debra K .King – President / Secretary/ Treasurer
Charles S. King – Vice President / General Manager

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR 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 the CITY.

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

CONTRACTOR 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, CONTRACTOR warrants that CONTRACTOR (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, CONTRACTOR warrants that CONTRACTOR 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 CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life 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 the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR 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 the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR 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, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. 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 CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply 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, except for liability resulting solely 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. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

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

17. INSURANCE

A. CONTRACTOR 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. Combined single limits of \$2,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

3. 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 CONTRACTOR will be primary and non-contributory.
 - C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
 - D. CONTRACTOR 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 the CITY.
 - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance 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 the 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 the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the 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:

CONTRACTOR: Charles King Co., Inc.
2841 Gardena Avenue
Signal Hill, CA 90755

Fax: (562) 426-9714

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 the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR 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

CONTRACTOR 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. CONTRACTOR’S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR 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 CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

Charles King Co., Inc.
a California Corporation

Frank Scotto, Mayor

By: _____
Debra K. King, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Heather K. Whitham
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

**BIDDER'S PROPOSAL
REVISED**

Company: Charles King Co. Inc.

B2007-35

Total Bid: \$ 934,192.40

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
PLAZA DEL AMO SEWER PROJECT
CIP NO. I-44**

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

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

**PLAZA DEL AMO SEWER PROJECT
CIP NO. I-44**

BID SCHEDULE

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$ 19100 ⁰⁰	\$ 19100 ⁰⁰
2	1	LS	CONSTRUCTION SURVEYING	\$ 18170 ⁰⁰	\$ 18170 ⁰⁰
3	1	LS	TRAFFIC CONTROL	\$ 17875 ⁰⁰	\$ 17875 ⁰⁰
4	84,000	SF	SLURRY SEAL	\$ 0.29	\$ 24360 ⁰⁰
5	2	EA	PORTABLE CHANGEABLE MESSAGE SIGNS	\$ 1600 ⁰⁰	\$ 3200 ⁰⁰
6	10	EA	UTILITY POTHOLING	\$ 1420 ⁰⁰	\$ 14200 ⁰⁰
7	1	LS	SHORING FOR PROTECTION OF LIFE AND LIMB	\$ 14729 ⁰⁰	\$ 14729 ⁰⁰

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
8	1	LS	FURNISH AND INSTALL STORM WATER BEST MANAGEMENT PRACTICES (BMPs) AS REQUIRED TO CONTROL, PREVENT, REMOVE OR REDUCE POLLUTION INCLUDING THE PREPARATION AND IMPLEMENTATION OF A STORM WATER POLLUTION PREVENTION PLAN (SWPPP).	\$1250 ⁰⁰	\$1250 ⁰⁰
9	1	EA	CONSTRUCT TERMINAL CLEANOUT STRUCTURE PER APWA STD PLAN 204-0 FOR LINE "B"	\$2723 ⁰⁰	\$2723 ⁰⁰
10	205	LF	INSTALL 8" DIAMETER EXTRA STRENGTH VITRIFIED CLAY PIPE INCLUDING TRENCHING (EXCAVATION), BACKFILL, COMPACTION, PIPELAYING, AND TESTING LINE "B" COMPLETE.	\$125 ²⁰	\$25666 ⁰⁰
11	2	EA	CONSTRUCT 6" SEWER HOUSE CONNECTION PER APWA STD PLAN 222-1 AND CITY OF TORRANCE STD DWG T203 FOR LINE "B"	\$3741 ⁰⁰	\$7482 ⁰⁰
12	2	EA	CONSTRUCT 6" SEWER HOUSE CONNECTION PER APWA STD PLAN 222-1 AND CITY OF TORRANCE STD DWG T203 AND INSTALL 6" DIAMETER EXTRA STRENGTH VITRIFIED CLAY PIPE INCLUDING TRENCHING (EXCAVATION), BACKFILL, COMPACTION, PIPELAYING, AND TESTING COMPLETE FOR LATERAL "X" AND LATERAL "Y"	\$15344 ⁰⁰	\$30688 ⁰⁰
13	1	EA	CONSTRUCT DROP SEWER MANHOLE PER APWA STD PLAN 200-0, CONNECT TO EXIST. MANHOLE AND MODIFY EXIST. MANHOLE BASE PER APWA STD PLAN 208-1 STA 0+00	\$9227 ⁰⁰	\$9227 ⁰⁰
14A	2937	LF	INSTALL 18" DIAMETER EXTRA STRENGTH VITRIFIED CLAY PIPE INCLUDING TRENCHING (EXCAVATION), BACKFILL, COMPACTION, PIPELAYING, RESTORATION OF SURFACE FEATURES AND TESTING LINE "A" COMPLETE.	\$	\$

CONTRACTOR SHALL BID EITHER ITEMS 14A OR 14B , NOT BOTH

14B	2937	LF	INSTALL 18" DIAMETER PVC PIPE INCLUDING TRENCHING (EXCAVATION), BACKFILL, COMPACTION, PIPELAYING, RESTORATION OF SURFACE FEATURES AND TESTING LINE "A" COMPLETE. (BID ALTERNATIVE)	\$193 ²⁰	\$567428 ⁴⁰
15	1	LS	CUT, CAP, AND ABANDON EXISTING SEWER MAINS AND SLURRY FILL PIPE	\$8887 ⁰⁰	\$8887 ⁰⁰
16	2	EA	CONSTRUCT 48" INTERNAL DIAMETER SEWER MANHOLE, 6 FEET OR LESS DEEP, COMPLETE IN PLACE PER APWA STD PLAN 200-2. STA 0+69.65 LINE "B"	\$2864 ⁰⁰	\$5728 ⁰⁰

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
17	60	LF	REMOVE AND DISPOSE EXIST. 12" VCP AND INSTALL NEW 12" EXTRA STRENGTH VCPs STA 17+80.92	\$1892 ⁰⁰	\$11352 ⁰⁰
18	1150	LF	REMOVE AND DISPOSE OF EXIST. AC BERM AND CONSTRUCT NEW CONCRETE 6" CURBS PER APWA STD PLAN 120-1	\$278 ⁰⁰	\$32062 ⁰⁰
19	3	LS	CONSTRUCT 6' X6' CONCRETE PAD AROUND MANHOLE STA 27+73.61 AND STA 28+54.12	\$1750 ⁰⁰	\$5250 ⁰⁰
20	12	EA	CONSTRUCT 48" INTERNAL DIAMETER SEWER MANHOLE, 10 FEET OR MORE DEEP, COMPLETE IN PLACE PER APWA STD PLAN 200-2. LINE "A"	\$3162 ⁰⁰	\$37944 ⁰⁰
21	1	EA	CORE DRILL AND CONNECT 8" VITRIFIED CLAY PIPE TO EXIST MANHOLE.	\$350 ⁰⁰	\$350 ⁰⁰
22	1	LS	TEMPORARY PAINTED STRIPING, RESTORATION OF TRAFFIC SIGNING, PERMANENT THEROPLASTIC STRIPING, PERMANENT THERMOPLASTIC PAVEMENT MARKINGS AND MARKERS	\$14375 ⁰⁰	\$14375 ⁰⁰
23	1	LS	SUPPORT EXISTING UTILITIES PER APWA STD PLAS 224-1	\$17626 ⁰⁰	\$17626 ⁰⁰
24	1	LS	RELOCATE ELECTRICAL TRAFFIC SIGNAL CONDUIT	\$9454 ⁰⁰	\$9454 ⁰⁰
25	1000	CY	CRUSHED ROCK ADDITIONAL BEDDING	\$20	\$20,000
26	1	EA	REMOVAL OF TREE	\$1093 ⁰⁰	\$1093 ⁰⁰
27	1	EA	CONSTRUCT 48" INTERNAL DIAMETER SEWER MANHOLE, COMPLETE IN PLACE PER CSDLAC STD PLAN S-a-203	\$8113 ⁰⁰	\$8113 ⁰⁰
28	5	LS	PROVIDE SEWER BY-PASS INCLUDING PUMPS, CONDUITS AND OTHER EQUIPMENT TO DIVERT THE FLOW OF SEWAGE AROUND THE PIPE SECTION IN WHICH WORK IS TO BE PERFORMED	\$100 ⁰⁰	\$500 ⁰⁰
29	1000	CY	UNCLASSIFIED EXCAVATION	\$5.36	\$5360 ⁰⁰

TOTAL BID PRICE \$ 934,192.40
(Figures)*

TOTAL BID PRICE: Nine hundred thirty four thousand one hundred ninty two
(Words)* and forty cents

*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of November 6, 2007 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and HB-Hyecom, Inc. (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide construction inspection for the Plaza Del Amo Sewer 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 November 5, 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 \$ 50,400.00 (“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:

Hotch Bedrosian, President

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, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. 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 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, except for liability resulting solely 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. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole 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 as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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: HB-Hyecom, Inc
534 Via Assisi
Cathedral City, CA 92234

Fax: 760-770-8559

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

HB-Hyecom
Incorporated

Frank Scotto, Mayor

By: _____
Hotch Bedrosian
President

ATTEST:

Sue Herbers
City Clerk

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

By: _____
Heather K. Whitham,
Deputy City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT “A”**Scope of Services****1.0 PROJECT DEFINITION AND BACKGROUND****TASK 1**

The City of Torrance is seeking proposals from qualified firms to provide Inspection for construction of the Plaza Del Amo Sewer Main Project, for the duration of construction. The construction duration will be approximately 90 working days. The sewer main is located in Plaza Del Amo between Carson Street to the northwest and Border Ave to the southeast. See Figure 1 for locations.

The purpose of this project is to replace approximately 3,000 lineal feet of existing 12” diameter VCP with new 18” diameter VCP, construct 16 new City of Torrance manholes, and replace 1 Sanitation Districts of Los Angeles County Manhole .

2.0 SUMMARY OF SCOPE OF WORK**TASK 1**

1. Familiarize with and review of contract documents
2. Prejob Meeting and attendance of other meetings and conferences as required
 - a. Attend project kick-off meeting with City of Torrance staff to review the project scope, schedule, budget and work plan. Adjust task schedule and work plan as required.
 - b. Monthly progress meetings.
3. Monitor compliance with plans and specifications
4. Preparation of daily inspection reports. City to provide forms.
5. Review and recommendations in the processing of payment requests.
6. Assistance and recommendations in the processing of change orders.
7. Coordination with contractor, City staff, etc.
8. Meet with contractor, as necessary, and review proposed work plan.
9. Review contractor performance, as required, and discuss discrepancies as they occur.
10. Develop “Punch List” items.
11. Review items requiring corrective action with contractor and City and monitor corrections made.
12. Serve as general liaison between contractor and City.
13. Prepare red-line set of as-built plans.

EXHIBIT B
COMPENSATION SCHEDULE

EXHIBIT "B"**Compensation Schedule**

Inspection for the Plaza Del Amo Sewer Main Replacement Project located between Carson Street to the northwest and Border Avenue to the southeast (Approximately 3,000 lineal feet.) not to exceed \$50,400.00

Classification	Hourly Bill Rate
Principal Engineer	\$125.00
Associate Engineer	\$87.00
Senior Engineer	\$85.00
Principal Project Engineer	\$80.00
Project Engineer	\$80.00
Plan Check Engineer	\$75.00
Principal Construction Manager	\$85.00
Senior Resident Construction Inspector	\$75.00
Resident Construction Inspector	\$70.00
Assistant Resident Inspector	\$65.00
AutoCAD Operator/Drafting Manager	\$70.00
Office Engineer	\$60.00
Computer Programmer/Analyst/Technician	\$50.00
Clerical Work	\$45.00
In-House Reproduction	Cost
Outside Services, Consultants, Survey, Etc.	Cost + 20%

CONSULTING SERVICES AGREEMENT

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RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide geotechnical services for the Plaza Del Amo Sewer 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.

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- A. CONSULTANT’s Fee.

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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.

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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:

Farhat H. Siddiqi, Ph. D., P. E., Principal Engineer

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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.

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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, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. 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 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, except for liability resulting solely 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. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole 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 as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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: Geo-Environmental
2691 Richter Ave. Ste. 127
Irvine, CA 92606-5125

Fax: 949-263-8338

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

Geo-Environmental,
Incorporated

Frank Scotto, Mayor

By: _____
Farhat H. Siddiqi, Ph. D., P. E.
Principal Engineer

ATTEST:

Sue Herbers
City Clerk

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

By:



Heather K. Whitham,
Deputy City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES

2.0 SCOPE OF CONSULTING ENGINEERING SERVICES

2.1 Field Observations and Soils Testing

- 2.1.1 **Evaluation of excavation:** GEI's engineering technician will inspect and evaluate the excavation of trenches to ensure that the excavations for the proposed sewer and pavement sections have exposed competent material at the bottoms for the placement of the utilities following the placement of the approved bedding material. If excavations result in exposure of saturated, incompetent material at the bottom, proper remediation measures will be recommended. The sides of the excavation will be inspected for any seeping water.
- 2.1.2 **Evaluation of earth material to be used as fill:** GEI's engineering technician will collect samples of the proposed fill material and deliver them to the soils laboratory. Appropriate soil tests will be performed to determine the appropriate placement method of the fill material and whether the fill material meets project specifications.
- 2.1.3 **Evaluation of compaction procedures:** GEI's engineering technician will evaluate the compaction procedure for the backfill of trench excavations to ensure that the project specifications have been followed (appropriate thickness of lift, proper compaction method, etc.). Similar evaluations will be performed for the subgrade and AB for pavement sections.
- 2.1.4 **Testing of compaction, moisture content, etc.:** GEI's engineering technician will conduct compaction tests by Sand Cone Test Method (ASTM D1556) and Nuclear Method (ASTM D 2922-01) to determine the relative compaction of the fill material. At least one (1) compaction test will be conducted every 100 lineal feet of trench and at 6-inch to 8-inch average intervals in backfill. Sufficient tests will be performed within the subgrade of the pavement sections, as well as in the AB to verify compliance related to the relative compaction requirements of these materials contained in the project specifications. The density of the AC (as well as the temperature) will be checked at the time of its placement during the construction of pavement sections.
- 2.1.5 **Concrete testing and inspection:** GEI's engineering technician will inspect the pouring of concrete on forms (types, size, quality, and strength) to ensure construction is according to design. The inspector will observe surfaces where the concrete is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing concrete, the collection of concrete cylinders, the slump, the temperature, and all other properties of the concrete per the City's standards. Concrete specimens will be tested for seven (7), 14, and 28-day compressive strengths.

- 2.1.6 ***Asphalt testing and inspection***: GEI's engineering technician will inspect the placement of AC for the pavement to ensure that construction is proceeding according to design. The inspector will observe surfaces where AC is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing, and all other properties of AC per ASTM/CALTRANS standards/specifications.

During the progress of our work, our field technician will prepare daily field reports. A copy of these reports will be submitted to the Inspector from the City on a daily basis. The report will include a written summary of the day's activities, a summary of all field-testing performed, and a listing of outstanding failing tests which have not been reworked/retested. In addition, the location of all field density tests taken during the project will be plotted on a set of plans that is maintained by the field technicians. The Contractor will be asked not to place any backfill material that does not meet project specifications.

The testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination among the Project Superintendent, the City Inspector, and GEI engineers and technicians. When a larger number of tests are scheduled at a time, greater efficiency can be achieved, resulting in lower overall fees. **However, GEI's testing and inspection duration is totally dependent on the progress of work by the Contractor.**

The inspections, observations, and testing will be provided after the pregrade meeting and the commencement of construction activities, and will continue until all components associated with the construction have been achieved in accordance with the project specifications. GEI's technicians will be present at the site on all days when the geotechnical observations, inspections, and testing are needed, and will spend an appropriate amount of time in the field commensurate with the testing requirements. The technician will also attend all construction meetings held at either the site or the City's office, depending on the nature of such meetings.

2.2 Laboratory Testing

The following tests will be conducted in the materials laboratory to determine the engineering characteristics of the soils, concrete, and asphalt:

- 2.2.1. *Modified Proctor Tests to Determine Max. Dry Density & Optimum Moisture Content*:
- i. Modified Proctor (ASTM D1557-00 Methods A & B)
 - ii. Base Modified Proctor (ASTM D1557-00 Method C)
- 2.2.2. *Soil Classification*:
- i. Grain Size Distribution (ASTM D422)

Plaza Del Amo Sewer Project
GEI Proposal No. 07-158
October 15, 2007
Page 4

- ii. Atterberg Limits (ASTM D4318-D84)
- iii. Sand Equivalent (ASTM D2419)

2.2.3. *Asphalt Testing:*

- i. Maximum Density Test (CT 304)

2.2.4. *Concrete Testing:*

- i. Compressive Strength of Specimens

2.3 Technical Management

GEI's Project Engineer will attend all construction meetings. After consulting with the Principal Engineer, he will provide guidance and recommendations to the field staff. The Senior Engineering Technician will implement all of the decisions made during the construction meetings. The field compaction procedures will be evaluated and recommendations will be made where appropriate.

2.4 Report Preparation

At the completion of our services, GEI will prepare a report that will summarize all of the work performed on the project. The report will include our observations during construction, results of our field and laboratory testing, and a conclusion as to the project's compliance with the contract plans and specifications. Three (3) wet-signed copies of the report will be provided.

2.5 Associated Fees

GEI will provide its geotechnical observation and material testing services for the above referenced project on a time and material basis in accordance with the estimated fee as presented in Table 1 (Fee Estimate). GEI's Engineering Technician will be provided on an on-call basis (with at least 24 hours notice, four (4) hour minimum charge per day).

EXHIBIT B
COMPENSATION SCHEDULE



GEO-ENVIRONMENTAL, INC.

Caltrans Certified
DBE Firm

**TABLE NO. 1
FEE ESTIMATE**

**Geotechnical Observation and Material Testing Services
Plaza Del Amo Sewer Project, CIP No. I-44 B2007-35
City of Torrance, Los Angeles County, California
GEI Proposal No. 07-158**

October 15, 2007

<u>A. Field Observation and Testing:</u>	<u>Unit (hrs)</u>	<u>Unit Cost</u>		
Inspection of Excavations and Performance of Field Density Tests:				
Caltrans Certified Engineering Technician	64	\$65.00	\$4,160.00	
*Vehicle and Equipment (Nuclear Gauge)	8	\$100.00	\$800.00	
				\$4,960.00
Performance of AC Field Density Tests:				
Caltrans Certified Engineering Technician	8	\$65.00	\$520.00	
*Vehicle and Equipment (Nuclear Gauge)	1	\$100.00	\$100.00	
				\$620.00
Performance of Concrete Cylinder Tests:				
Caltrans Certified Engineering Technician	4	\$65.00	\$260.00	
*Vehicle and Equipment (Slump & Temperature)	1	\$100.00	\$100.00	
				\$360.00
 <u>B. Materials Testing in Caltrans Certified Laboratory:</u>				
1. Modified Proctor Test (ASTM D1557 A&B)	3	\$135.00	\$405.00	
2. Base Modified Proctor Test (ASTM D1557C)	1	\$150.00	\$150.00	
3. Atterberg Limits Test (ASTM D4318)	2	\$95.00	\$190.00	
4. Grain Size Distribution Test (ASTM D422)	2	\$80.00	\$160.00	
5. Sand Equivalent Test (ASTM D2419)	2	\$80.00	\$160.00	
6. Asphalt Concrete Max Density Test (CT304)	1	\$135.00	\$135.00	
7. **Compressive Strength Tests (CT521)	4	\$25.00	\$100.00	
				\$1,300.00
 <u>C. Review of Plans/Drawings/Technical Management/Meetings with the City:</u>				
Staff Engineer	8	\$80.00	\$640.00	
				\$640.00
 <u>D. Report Preparation:</u>				
Principal Engineer	1	\$175.00	\$175.00	
Staff Engineer	4	\$80.00	\$320.00	
Word Processing	4	\$45.00	\$180.00	
Draftsman	4	\$70.00	\$280.00	
Report Reproduction	1	\$150.00	\$150.00	
				\$1,105.00
 * Unit per day				
 ** One (1) set of cylinders, therefore a total of four (4) tests				
<u>SUMMARY OF COST ESTIMATE</u>				
A. Field Observation and Testing:			\$5,940.00	
B. Laboratory Testing:			\$1,300.00	
C. Review of Plans/Drawings/Technical Management/Meetings:			\$640.00	
D. Report Preparation:			\$1,105.00	

GRAND TOTAL: \$8,985.00



GEO-ENVIRONMENTAL, INC.

Caltrans Certified
DBE Firm**Schedule of Charges***Effective January 1, 2007*

Page 1 of 2

2007 FEE SCHEDULE**Engineering Services**

Staff Engineer & Geologist.....	\$ 80.00	Per Hour
Project Engineer & Geologist.....	\$ 100.00	Per Hour
Senior Engineer & Geologist.....	\$ 115.00	Per Hour
Senior Environmental-Engineer.....	\$ 115.00	Per Hour
Associate Engineer & Geologist.....	\$ 125.00	Per Hour
Principal Engineer & Geologist.....	\$ 175.00	Per Hour

Technical Services

Clerical.....	\$ 40.00	Per Hour
Technical Word Processor.....	\$ 45.00	Per Hour
Drafter / CAD Operator.....	\$ 70.00	Per Hour
Field Technician.....	\$ 50.00	Per Hour
Senior Field Technician.....	\$ 65.00	Per Hour
Caltrans Certified Technician.....	\$ 75.00	Per Hour
Batch Plant Inspector.....	\$ 95.00	Per Hour

Litigation Support

Principal Engineer (Engineering Analysis).....	\$ 200.00	Per Hour
Principal Engineer (Depositions, Hearings, Arbitration, Trials).....	\$ 300.00	Per Hour

Terms

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5 percent per month, or the maximum allowed by law, will be charged on past due accounts.

Geo-Environmental, Inc. makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice in the county where the project is located.



GEO-ENVIRONMENTAL, INC.

Schedule of Charges

Effective January 1, 2007

Page 2 of 2

Caltrans Certified
DBE Firm**Laboratory Testing and Coring Services**

(Rate Per Test)

Classification and Index Test

Sand Equivalent (CT217 or ASTM D2419).....	\$ 50.00
Atterberg Limit (LL&PL per ASTM D4318-D84)	95.00
Shrinkage Factors (ASTM D427)	80.00
Sieve Analysis including Hydro (ASTM D422).....	110.00
Sieve Analysis	80.00
200 Wash	35.00
Moisture Content (ASTM D2216).....	10.00
Moisture Content & Dry Density – Ring (D2937).....	20.00
Moisture Content Dry Density – Shelby Tube	25.00
Specific Gravity – Soil.....	95.00

Strength Test

Direct Shear UU (1 Point).....	75.00
Direct Shear UU (3 Points).....	150.00
Direct Shear CD (3 Points).....	190.00
Unconfined Compression.....	235.00
Residual Shear (3 Shear).....	200.00

Soil Chemistry

Sulfates	60.00
Chlorides.....	60.00
pH.....	30.00
Resistivity.....	80.00
Corrosivity Suite (So ₄ , Cl, pH, Resistivity).....	225.00

Diamond Coring

2" to 6" Diameter.....	50.00
8" to 9" Diameter.....	65.00
Hourly Charge Portal-to-Portal/Standby Time.....	95.00
Minimum Charge.....	200.00

Concrete Testing

Compression Test 6" x 12" Cylinders incl. Hold.....	20.00
(ASTM C39) each	
Sample Pickup each (set of 3) (Per Hour Rate).....	45.00
Compression Test, 2", 4" and 6" Cores.....	35.00
(ASTM C42) each	

Compaction and R-Value Test

Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B)....	\$ 135.00
Max. Density/Opt. Moisture – ASTM D1557 (Method C).....	150.00
Max. Density/Opt. Moisture (CT 216).....	135.00
R-Value Natural Soil (CT301 or ASTM 2644).....	195.00
R-Value Cement or Lime Treated Soil (CT301 or ASTM 2844).....	225.00
R-Value Aggregate Base (CT301 or ASTM 2844).....	250.00
CBR (ASTM D1883) incl. Max.....	260.00
CBR at other than 100% per MII, STD. 621A (incl. Max.).....	450.00

Consolidation and Expansion Test

Consolidation ASTM D2435 (Method A).....	160.00
Consolidation ASTM D2435 (Method B).....	325.00
Time Rate per Load Increment	35.00
Expansion Index (2.5" Diameter Specimen).....	80.00
Expansion Index (4.0" Diameter Specimen).....	95.00
Single Load Swell or Collapse Test.....	95.00

Asphalt Concrete Test

Mix Design by Marshall or Stabilometer Method.....	By Quotation
Field Density for Compacted Mix (CT308).....	By Quotation
Thickness of Compacted Mix.....	25.00
Theoretical Max. Sp. Gravity & Density of Bituminous Mixtures.....	110.00
(ASTM D2071)	
Extraction of Bitumen Mat., % Oil in Mix.....	130.00
(ASTM D2172, Method A)	
Maximum Density Determination (CT304, 2 Pt. Average).....	150.00
Stability Value (CT366).....	95.00
Extraction of Bitumen Material by Ignition Method.....	150.00

Aggregate and Base Course Test

Durability of Aggregate (CT229).....	200.00
Sieve Analysis, Fines Only (ASTM C136).....	55.00
Sieve Analysis, Fines and Coarse (ASTM C136).....	75.00
Sieve Analysis (CT202).....	75.00
Sp. Gravity, Fine Aggregate incl. % Absorption (ASTM C126).....	96.00
Sp. Gravity, Coarse Aggregate incl. % Absorption (ASTM C127).....	55.00
Abrasion Resistance – LA Rattler, 100-500 rev. (ASTM C131).....	105.00
Centrifuge Kerosene Equivalent (CT303).....	200.00

Basis of Charges

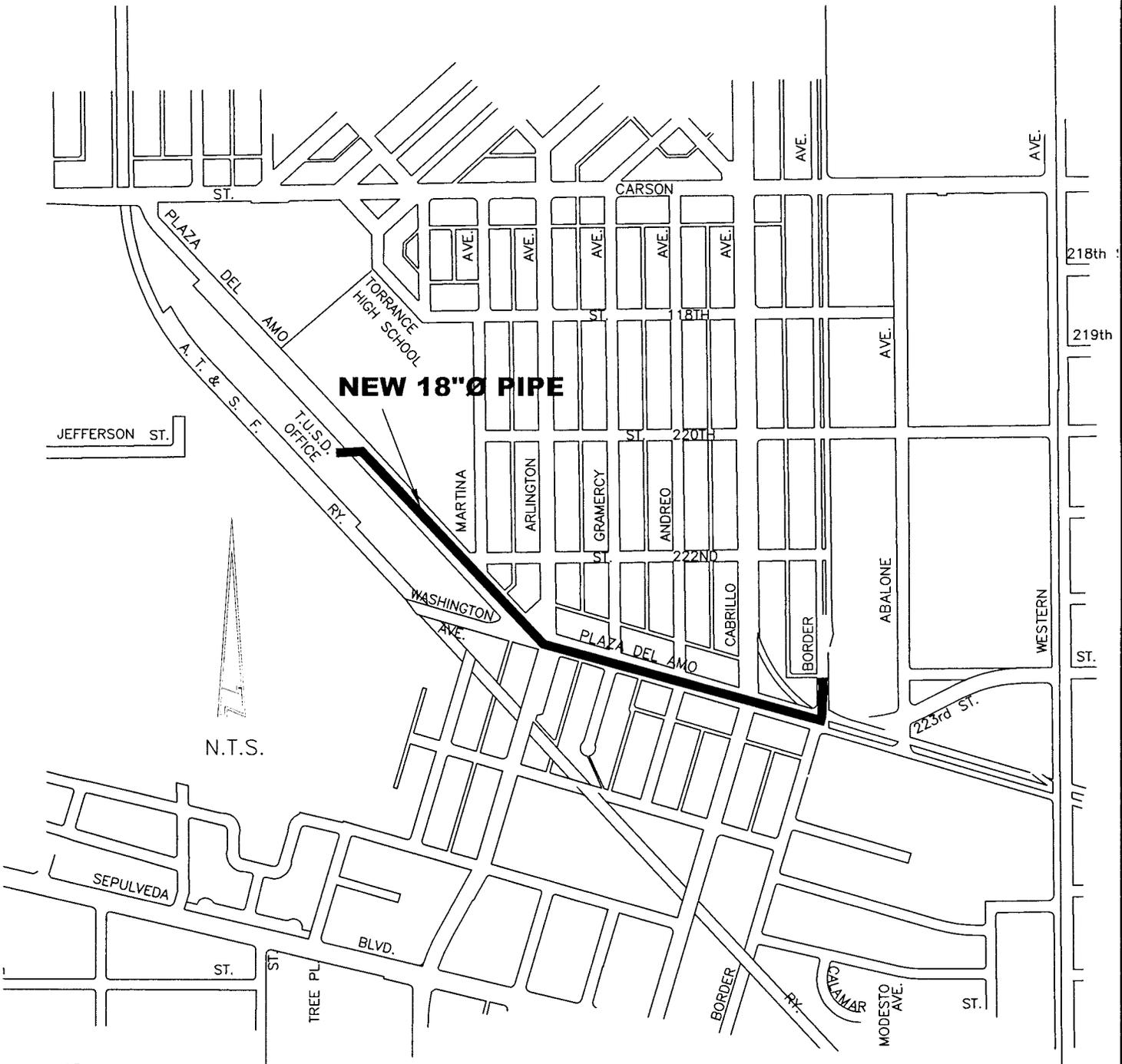
Regular Hours:	Monday to Friday – 7:00 am to 4:00 pm
Overtime Hours:	1.5 times regular rate over 8 hours per day, night shifts and Saturdays Double time regular rate on Sundays, holidays, and workdays over 12 hours
Minimum Charge:	2-hour minimum for show up if not canceled 2 hours prior to arrival 4-hour minimum if inspection is equal to or less than 4 hours Charges for all field work will be computed on a portal-to-portal basis with a minimum of 2 hour show up. Field work will be billed on a time-and-material basis unless otherwise stated in our proposal. Laboratory test rates do not include sampling time or cost of equipment to secure the samples.
Mileage:	Mileage shall be billed at \$0.42 per mile, if applicable
Vehicle Charge:	(Field Work) Travel time will be charged at regular hourly rate for actual time involved. Vehicles will be charged at \$60.00 per day for cars and pickup trucks.
Outside Costs:	Rented vehicles, rental of equipment not ordinarily furnished by Geo-Environmental, Inc., and all other costs such as, special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc., will be billed at actual cost plus 15% markup.

Geo-Environmental, Inc. reserves the right to revise its Schedule of Charges with changes in its practice

2691 Richter Avenue Suite 127 Irvine, CA 92606 ■ (949) 263-8334 ■ (949) 263-8338 fax

Sant. Ana • Irvine • Riverside • Long Beach • San Diego • Kern • Los Angeles

PLAZA DEL AMO SEWER PROJECT LOCATION MAP



NEW 18"Ø PIPE

N.T.S.



LEGEND

— NEW SEWER CONSTRUCTION