Council Meeting of
March 24, 2009

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

Members of the Council:

SUBJECT: Community Development – Approve First Amendment to Consulting Services Agreement C2008-152 with Charles Abbott Associates, Inc. for Industrial and Commercial Inspection Services. Expenditure: $30,000

RECOMMENDATION

Recommendation of the Community Development Director that City Council approve a First Amendment to Contract Services Agreement C2008-152 with Charles Abbott Associates, Inc. to provide additional industrial and commercial facility inspection services in the amount of $30,000.

Funding

Funding is available from the Community Development Department NPDES operating budget.

BACKGROUND AND ANALYSIS

The Public Works Department and the Community Development Department have both assigned staff to make sure the City is in compliance with the NPDES permit. Public Works handles the inter-agency liaisons, capital improvement projects relative to permit compliance and the input for the new NPDES Permit. Community Development handles the development plan checks, public education programs and administration, and the inspection of Industrial/Commercial Facilities. As a requirement of the NPDES permit, the City of Torrance established an Industrial/Commercial Facilities Program to 1) track, 2) inspect, and 3) ensure compliance at industrial and commercial facilities to include restaurants and retail gas outlets, which are critical sources of pollutants in storm water.

The program consists of Program Management, Database Management and Reporting, Follow-Up Inspections, and Training. At present, the Industrial/Commercial inspections are performed by Charles Abbott Associates; however our goal is to have City staff trained and ready to perform the inspections and documentation by the end of the contract. In order to achieve that goal, we need to add additional hours to the current contract to ensure that not only are the required inspections completed, but the contractor has sufficient time to work with staff to prepare them for taking over the function at the end of the contract period.

While staff in the Environmental Division are already familiar with the NPDES program and inspection requirements, specific training will be provided in the following areas in order to ensure that we are able to document compliance in an appropriate manner:

- Performance of industrial/commercial inspections, including how to identify deficiencies and assess potential impacts to receiving waters

- Identification of the types of facilities covered by the General Industrial Storm Water permit coverage or any other applicable NPDES permit

- Potential source control measures for industrial and commercial facilities

- Other inspection and enforcement techniques, including how to document site and BMP conditions as applicable to the Industrial/Commercial Inspection requirements.

On July 15, 2008, a Contract Services Agreement C2008-152 (Attachment A) was awarded to Charles Abbott Associates, Inc. in the amount of $87,853 to provide industrial and commercial facility inspection services in general conformance with the Los Angeles Countywide Municipal NPDES Stormwater Permit CAS004001. The services provided in the Agreement are part of the City's Industrial/Commercial Facilities Program.

1147 facilities in Torrance have been identified as needing inspection under this program. To date, a total of 471 inspections and 83 follow-up inspections have been completed for a total of 554 inspections. Due to the number of inspections to be completed, on-going follow up, and training required by this program, we expended the majority of the contract budget in a seven month period. In order to continue inspections through the remainder of the contract and provide continuous on-the job-training to internal staff, additional funds are needed. The recommended first amendment would increase the existing agreement by an additional $30,000 for a new not-to-exceed amount of $117,853. These funds are available in the NPDES budget.

CONCUR:

Jeffery W. Gibson
Community Development Director

LeRoy J. Jackson
City Manager

Respectfully submitted,

Jeffery W. Gibson
Community Development Director

By _____
Leslie G. Cortez
Senior Administrative Analyst

Attachments: A. Contract Services Agreement C2008-152
B. First Amendment to Agreement C2008-152

ATTACHMENT A

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of July 15, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Charles Abbott Associates, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide industrial and commercial facility inspection services in general conformance with the Los Angeles Countywide Municipal NPDES Stormwater Permit CAS004001.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

C2008-152

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR 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 31, 2009.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR 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 CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $87,853 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

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 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 invoice.

COPY

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 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, 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 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 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. <u>FORCE MAJEURE</u>

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. <u>RETENTION OF FUNDS</u>

CONTRACTOR authorizes 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 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 CONTRACTOR's acts or omissions 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, 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 CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**
Community Development 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 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:

Kimberly Colbert, Director of Environmental Services
Charles Abbott Associates, Inc.

9. **INDEPENDENT CONTRACTOR**
The CONTRACTOR 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 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 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 CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

CONTRACTOR 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. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between 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 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 CITY OFFICERS AND EMPLOYEES

No officer or employee of 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 and its subcontractors 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, $500,000 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. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR 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. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, 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

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 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 CONTRACTOR 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 CONTRACTOR 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:

CONTRACTOR	Charles Abbott Associates, Inc. 2601 Airport Drive., Suite 110 Torrance CA 90505 Fax: 310-534-8082
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. <u>PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING</u>

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 CONTRACTOR without the prior written consent of the other.

22. <u>INTEGRATION; AMENDMENT</u>

This Agreement represents the entire understanding of 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

Frank Scotto, Mayor

ATTEST:

Sue Herbers
City Clerk

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

By:

Charles Abbott Associates, Inc.
A California Corporation

By:
Kimberly Colbert
Director of Environmental Services

Attachments: Exhibit A Scope of Services
Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

CONSULTANT shall perform NPDES Commercial, Industrial, and Restaurant inspection services for the subject project as described below:

1. Plan and review each workday's inspection locations with City staff. This will include obtaining a current list of industrial/commercial facilities that are subject to inspection, and reviewing the City's Business License database to ensure that all subject facilities have been identified properly before developing the final inspection schedule.

2. Perform MS4 Inspections of Commercial and Industrial facilities to include Restaurants and Automotive Facilities to ensure compliance as required by the National Pollutant Discharge Elimination System (NPDES) permit. This will include follow-up inspections at facilities found to be in violation and administer progressive enforcement as required.

3. Perform inspections of Restaurants and provide copies of the inspection reports to the City Manager's office for restaurants that earn a "Clean Bay certificate.

4. Enter inspection information into an electronic database in the City's computer to include the date of the inspection, verify facility contact information, document facility compliance status, and recommend follow up if needed. City will provide training on data entry procedures.

5. Provide monthly status reports to the City to include copies of all completed inspection reports detailing inspection program results, memorandum detailing program status, and a detailed description of inspection findings and photographs of facilities found to be significantly out of compliance.

6. Assist the City in documenting the results of the Industrial and Commercial facilities Inspection Program in the NPDES Annual Report, and in the reviewing and revision of the City's outreach materials.

7. When the City is given legal authority to implement the Fats, Oils, and Grease (FOG) program, will assist the City in the implementation of the program which will involve additional observations while performing restaurant (and other related

sites) inspections to begin compiling a list of sites that already have grease interceptors/traps.

8. Perform other inspection duties, such as responding to business owner's inquiries on the telephone and in person, assist in miscellaneous work or during emergency situations, and perform related duties as assigned.

CITY will provide the CONSULTANT a desk and phone in a small work area located in the Public Works Department offices. CONSULTANT is responsible to provide all other tools, equipment and materials, including vehicles and cell phones needed for performance of inspection duties.

EXHIBIT B

COMPENSATION SCHEDULE

PROJECT UNDERSTANDING

The City of Torrance wishes to retain the services of an outside consultant to provide Industrial/Commercial inspection services in support of the City of Torrance's Municipal Stormwater NPDES programs. In addition, the City wishes the consultant to maintain the City's Industrial and Commercial Facilities Database and perform other NPDES related activities on an as needed basis.

COST PROPOSAL

Task Description	Budget
1. Program Coordination/Management CAA will meet with City staff within one week of contract award to establish the final project scope and obtain a list of the industrial/commercial businesses that are subject to inspection. We will review the City's Business License Database to ensure that all subject facilities have been identified properly and develop the final inspection schedule. In addition, our staff will review and revise as necessary the City's outreach materials.	$2084
2. Industrial and Commercial Facility Inspections a. Restaurant Facility Inspections – inspection staff will perform approximately 392 food establishment inspections. b. Automotive Facility Inspections – inspection staff will perform approximately 110 inspections of automotive repair facilities and retail gasoline outlets. c. Industrial and Commercial Facility Inspections – inspection staff will perform approximately 141 inspections of industrial and commercial facilities. d. General Industrial Permittees – inspection staff will perform approximately 47 inspections of facilities operating under the State General Industrial Permit.	$57,375
3. Database Management and Reporting a. CAA will maintain the City's Industrial and Commercial facilities database. Our staff will verify that information contained within the database is accurate, updating data as necessary. We will document the date of inspection, verify facility contact information, document facility compliance status, and indicate if a follow-up inspection is recommended. b. CAA will provide regular monthly status reports to the City to include: 1) copies of all completed inspection reports detailing inspection program results; 2) memorandum detailing program status; and 3) detailed description of inspection findings and photographs of facilities found to be significantly out of compliance. c. CAA will assist the City in documenting the results of the Industrial and Commercial Facilities Inspection program in the Annual NPDES Report.	$16,800

4. Optional Task: Follow-up Inspections The number of follow-up inspections is an estimate based on CAA's experience on similar projects; we anticipate that approximately 22% of businesses will be found not to be adequately implementing storm water BMPs (actual number of facilities may vary). Our estimate is based on CAA performing one round of follow-up inspections prior to the end of the FY 2008/2009.	$11,594
Total Excluding Optional Task	**$76,259**
Project Total Including Optional Task	**$87,853**

FEE SCHEDULE

STANDARD HOURLY RATE SCHEDULE
Effective January 1, 2008

CLASSIFICATION	HOURLY RATES
Senior Principal Consultant	182.00
Senior Principal Engineer	162.00
Senior Geologist	130.00
Principal Engineer	135.00
Public Relations Coordinator	114.00
Community Development Director	134.00
City Engineer	162.00
Project Supervisor	134.00
Project Manager	102.00
Structural Engineer	102.00
Sr. Registered Engineer	100.00
Project Engineer	92.00
Senior Design Engineer	88.00
Design Engineer	77.00
Assistant/Associate Engineer	70.00
Senior Environmental Consultant	134.00
Environmental Engineer/Scientist II	106.00
Environmental Engineer/Scientist I	92.00
Environmental Analyst	80.00
Environmental Associate	70.00
Senior Traffic Engineer/Manager	139.00
Transportation Planner	95.00
Traffic Engineer Associate	85.00
Senior Construction Observer	80.00
Construction Observer	70.00
3-Person Survey Crew	230.00
2-Person Survey Crew	187.00

CLASSIFICATION	HOURLY RATES
Landscape Director	111.00
Associate Landscape Architect	78.00
Landscape Associate	68.00
Sr. Plan Check Engineer	95.00
Building Plan Check Engineer	88.00
Sr. Building Plan Checker	79.00
Building Plan Checker	70.00
Principal Planner	123.00
Senior Planner	102.00
Associate Planner	80.00
Planning Technician	64.00
Building Official, Certified	99.00
Senior Building Inspector	80.00
Building Inspector/Plan Checker	70.00
Code Enforcement Officer	68.00
Permit Specialist	59.00
Sr. Draftsperson (CADD)	80.00
Draftsperson (CADD)	70.00
Computer Technician	56.00
Expert Witness Services	166.00
Senior Contract Administrator	102.00
Administrative Assistant	57.00
Word Processor	45.00
Clerical	43.00

The above hourly rates include general and administrative overhead and fees and employee payroll burden.

The above hourly rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).

Attachment B

FIRST AMENDMENT TO AGREEMENT (C2008-152)

This First Amendment to Agreement C2008-152 ("Amendment") is made and entered into as of _____, 2009, by and between the City of Torrance ("CITY"), a municipal Corporation, and Charles Abbott Associates, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement as of July 15, 2008, whereby CONTRACTOR agreed to provide industrial and commercial facility inspection services in general conformance with the Los Angeles countywide Municipal NPDES Stormwater Permit CAS004001.

B. The original Agreement is for a one-year term for a not to exceed amount of $87,853.

C. CITY desires and CONTRACTOR agrees to perform additional inspection services listed in the Scope of Services attached as Exhibit A to the original agreement that would require an increase to the original Agreement in the amount of $30,000.

AGREEMENT:

1. Paragraph 3.A, entitled "CONTRACTOR's Fee," is amended to read in its entirety as follows:

   "A. CONTRACTOR' Fee.

   For services rendered pursuant to this Agreement, CONTRACTOR 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 CONTRACTOR exceed the sum of $117,853 ("Agreement Sum"), unless otherwise first approved in writing by the CITY."

2. In all other respects, the Agreement entered into as of July 15, 2008, between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

3. The person(s) executing this Amendment on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Amendment on behalf of the CONTRACTOR; (iii) by so executing this Amendment, the CONTRACTOR is formally bound to the provisions of this Amendment; and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
A Municipal Corporation

By _____
Frank Scotto, Mayor

Charles Abbott Associates, Inc.
a California Corporation

By _____
Kimberly Colbert
Director of Environmental Services

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____
Heather K. Whitham
Deputy City Attorney