

Council meeting of  
June 9, 2009

Honorable Mayor 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 Award a Consulting Services Agreement for geotechnical services for the construction of the T1 Vault Upgrades Project, CIP NO. I-104. Expenditure: \$496,986.00**

**RECOMMENDATION**

Recommendation of the Public Works Director that City Council:

1. Approve the plans and specifications for the T1 Vault Upgrades Project (B 2009-20) on file in the City Clerk's Office; and
2. Award a Public Works Agreement to the lowest bidder, Lucas Builders Inc., dba L.B.I., in the amount of \$363,120.00; and
3. Authorize a 5% contingency in the amount of \$18,156.00; and
4. Waive an irregularity in the Contractor's Bid Proposal.
5. Award a Consulting Services Agreement to CBM Consulting, Inc., in the amount of \$60,800.00 for inspection services; and
6. Award a Consulting Services Agreement to Geo-Environmental Inc., in the amount of \$4,910.00 for geotechnical services; and
7. Approve \$50,000.00 for project management; and
8. Appropriate an additional \$251,647.67 for this project from the Water Enterprise Fund.

**Funding**

Funding for this work is available from the Water Enterprise Fund and CIP No. I-104.

## **BACKGROUND**

The City of Torrance owns and operates five flow control vaults for our potable water connections to the Southern California Metropolitan Water District (MWD). The vaults are all below grade concrete structures and pursuant to Title 8 of the California Code of Regulations are "permit required" confined spaces. Confined space rules require the worker entering the vault to wear a harness and tether line and for workers to man a tripod and wench outside the vault to pull the worker out of the vault should there be an injury or the worker became unconscious.

Four of the five vaults are in compliance with confined space rules. They consist of one or two pipes that go through the vault with in-line meters and valves. These vaults have access hatches that provide clear worker access to allow a worker to be easily removed from the vaults using the harness, tether line and winch.

The T-1 Flow Control Vault was constructed circa 1951 as the first MWD interconnection. The vault is located in the middle of 190<sup>th</sup> Street, just west of Western Avenue. In 2007, an inspection by the City's Risk Manager found the T-1 Flow Control Vault not to be in compliance with Confined Space regulations as described in California Code of Regulations, Title 8.

This project was developed to bring the facility into compliance. This vault has inlet and outlet headers in the vault and four pipes through the vault with meters and flow control valves. Access is obtained by one hatch in the corner of the vault. Due to the configuration of the vault and limited access, should a worker cross over any of the pipes, as required by most tasks, there is a very high likelihood that the tether line would get caught on a pipe fitting and the worker would not be able to be retrieved.

This project will remove the existing roof of the T-1 vault and construct a new roof with two access hatches and two more hatches for the installation and removal of equipment into and from the vault. The inlet and outlet headers would be reinstalled outside the new vault with only two pipes going through the vault with meters and flow control valves with access in between the two pipes. This configuration is consistent with the other MWD interconnections and allows the worker to work on both pipes without crossing a pipe.

## **ANALYSIS**

The City received eleven bids for this project. The bids ranged from \$363,120.00 to \$709,275.00. The low bid is from Lucas Builders Inc. (LBI). Staff has checked their references and found them to be satisfactory. LBI made a clerical error in preparing their bid that does not affect their bid amount. LBI has provided a letter (attached) confirming their bid.

The City received five proposals for inspection services for this project. The prices ranged from \$75.00 to \$100.00 per hour. The proposal from CBM Consulting, Inc. was for \$75.00 per hours (\$60,800.00) and the inspector assigned to this project also worked on the Sepulveda Boulevard Rehabilitation project. Staff was pleased with the inspector's work on that project.

Geo Environmental, Inc., has quoted the City a price of \$4,910.00 for geotechnical services for this project. Geo Environmental has been providing the City with geotechnical services on various projects since 2003. The sole source recommendation is based on satisfactory services since 2003 and reasonable fees.

Staff is also requesting \$50,000.00 for project management for a total expense of \$496,986.00. Staff time is required to award, manage and close out construction projects. To keep these costs from being taken from the General Fund, it is recommended to appropriate them from the Water Enterprise Fund.

Funding for this project is from the CIP No. I-104: TI Vault Upgrade." Council approved the project for \$400,000.00 on July 17, 2007. As to date we have spent \$56,505.00 for Engineering Services with RMS Engineering Inc. We have also encumbered \$14,600.00 for SCADA services with Beavens Inc. to make changes to the computer control system. Staff costs for project management, to prepare traffic control plans, to prepare the contract specifications and bid documents and obtain Caltrans and a City of Los Angeles permit was \$83,556.67. A balance of \$245,338.33 is still available in the budget.

The original budget was based on the installation of a new Flow Meter Vault. The costs to design and construct a remodel of the T-1 Vault are higher than staff anticipated due to the complexity and location of the work. On larger projects the scope of work can be adjusted to match the budget. Staff did explore alternative designs for prefabricated vaults and relocating the facility in an effort to reduce the project budget. The remodel option proved to be the most cost effective and least disruptive option to bring this facility in compliance with confined space rules.

Staff is recommending award of the contracts and an additional appropriation of \$251,647.67 from the Water Enterprise Fund.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director



By John Dettle  
Acting City Engineer

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

- Attachments:
- A. Public Works Agreement – Lucas Builders Inc.
  - B. Consulting Agreement – CBM Consulting, Inc.
  - C. Consulting agreement – Geo Environmental, Inc.
  - D. Letter from Lucas Builders Inc.

## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of June 9, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Lucas Builders Inc., dba L.B.I. ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the T-1 VAULT UPGRADES, CIP NO. I-104;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the T-1 VAULT UPGRADES, CIP NO. I-104, Notice Inviting Bids No. B2009-20 (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 \$363,120 ("Agreement Sum"), unless otherwise first approved in writing by the 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 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:

Dan Silva, President  
Sam Silva, Vice President  
Hector Hernandez, Corporate Secretary

**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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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 ("City of Torrance"), the Redevelopment Agency of 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: Lucas Builders Inc.,  
dba L.B.I.  
126 San Lorenzo Street  
Pomona, CA 91766

Fax: (760) 689-4917

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

Lucas Builders Inc., dba L.B.I.  
a California Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Dan Silva, President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_  
(Name)  
Deputy City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**



T-1 VAULT UPGRADES  
REVISED BIDDER'S PROPOSAL

Company: L.B.I. Total Bid: 303,120.<sup>00</sup>

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE T-1 VAULT UPGRADES ,  
CIP No. I-104  
B2009-20

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.

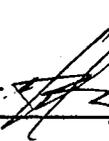
T-1 VAULT UPGRADES,  
CIP No. I-104

BID SCHEDULE

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	MOBILIZATION & DEMOBILIZATION (5% MAX. OF CONTRACT BID)	\$ 16,000	\$ 16,000 /
2	1	LS	CONSTRUCTION SURVEYING INCLUDING STAKING AS REQUIRED	\$ 500	\$ 500 /
3	1	LS	TRAFFIC CONTROL PER APPROVED PLAN	\$ 15,000	\$ 15,000 /
4	2	EA	PROJECT CONSTRUCTION SIGNS PER CITY STD DWG	\$ 2,000	\$ 4,000 /
5	1	EA	ADDITIONAL PORTABLE CHANGEABLE MESSAGE SIGN LOCATION PER ENGINEER (MODEL: SOLAR TECH MB2)	\$ 4,800	\$ 4,800 /
6	1	LS	CALTRANS PERMIT AND INSPECTION FEES	\$ 700	\$ 700 /

Item No.	Quantity	Unit of Measure	Description	Unit Price	Total Price
7	1	LS	SWPPP & PROJECT BMPS	\$ 1,000	\$ 1,000 /
8	1	LS	EXCAVATION / DEMOLITION / HAULING / RECYCLING OF DEBRIS INCLUDING EXISTING WATER PIPES AND SUPPORTS	\$ 56,000	\$ 56,000 /
9	1	LS	FURNISH AND INSTALL EXCAVATION SAFETY MEASURES, INCLUDING ADEQUATE SHEETING, SHORING, AND BRACING OR EQUIVALENT METHODS FOR PROTECTION OF LIFE AND LIMB PER SECTION 6707 OF CALIFORNIA LABOR CODE.	\$ 35,000	\$ 35,000 /
10	1	LS	TEMPORARY PAINTED STRIPING, PERMANENT THERMOPLASTIC STRIPING, THERMOPLASTIC PAVEMENT MARKINGS AND MARKERS.	\$ 3,500	\$ 3,500 /
11	1	EA	SUMP PUMP, 3/4 HP SINGLE PHASE MOTOR, 35 FEET OF HEAD, CAST IRON HOUSING, VOLUTE AND IMPELLAR, SS SHAFT & FITTINGS WITH FLOAT SWITCH.	\$ 500	\$ 500 /
<b>VAULT UPGRADES</b>					
12	200	CY	EXCAVATION BACKFILL & COMPACTION	\$ 30	\$ 6,000 /
13	50	TON	CRUSHED AGGREGATE BASE (CAB)	\$ 50	\$ 2,500 /
14	50	TON	ASPHALT CONCRETE (B-PG-64-10) BASE COURSE	\$ 166	\$ 8,300 /
15	20	TON	ASPHALT CONCRETE (C2-PG-64-10) SURFACE COURSE	\$ 166	\$ 3,320 /
16	2	EA	INSTALL 42" DIAMETER MANHOLE FRAME AND COVER WITH LOCKING DEVICE PER MWD STD. DWG. NO. 8-4	\$ 1,500	\$ 3,000 /
17	2	EA	INSTALL 36" DIAMETER MANHOLE FRAME AND COVER WITH LOCKING DEVICE PER MWD STD. DWG. NO. 8-4	\$ 1,000	\$ 2,000 /
18	1	LS	UNCLASSIFIED EXCAVATION	\$ 20,000	\$ 20,000 /
19	1	LS	INSTALL NEW VAULT ROOF CONCRETE SLAB AND WALLS INCLUDING CONCRETE REPAIRS PER PLANS AND SPECS.	\$ 35,000	\$ 35,000 /
20	1	EA	INSTALL SHIP'S LADDER PER PLAN AND SPECS.	\$ 1,000	\$ 1,000 /
21	1300	SF	INTERNAL AND EXTERNAL CRYSTALLINE WATERPROOFING OF VAULT PER SPECIFICATIONS	\$ 1	\$ 1,300 /
22	1	LS	INSTALL ELECTRICAL SERVICE & CONTROL SYSTEM CONDUITS, WIRES (WIRES ARE TO BE NUMBERED) PER PLANS AND SPECIFICATIONS.	\$ 9,200	\$ 9,200 /

Item No.	Qty	Unit	Description	Unit Price	Total Price
23	1	LS	INSTALL COMPLETE VAULT VENTILATION SYSTEM INCLUDING DUCTING, FAN, PIPES AND SUPPORTS AND RESTORATION OF SURFACE FEATURES	\$ 2,000	\$ 2,000 /
POTABLE WATER IMPROVEMENTS					
24	2	EA	INSTALL 12" FLG X FLG CAL-VAL MODEL NO. 133/131VC ELECTRONIC FLOW VALVE INCLUDING ELECTRONIC CONTROL SYSTEM OR APPROVED EQUIVALENT	\$ 17,500	\$ 35,000 /
25	4	EA	INSTALL 12" RW GATE VALVES, FLG X FLG, INCLUDING INSULATING FLANGE KITS.	\$ 3,000	\$ 12,000 /
26	50	LF	FABRICATE AND INSTALL 20-INCH CML&C STEEL PIPE, INCLUDING FITTINGS AND CONNECTIONS TO EXISTING PIPES, AND PIPE SUPPORTS PER PLAN AND SPECS.	\$ 1,000	\$ 50,000 /
27	32	LF	FABRICATE AND INSTALL 12-INCH CML&C STEEL PIPE, INCLUDING FITTINGS AND CONNECTIONS TO EXISTING PIPES, AND PIPE SUPPORTS PER PLAN AND SPECS.	\$ 500	\$ 16,000 /
28	16	LF	INSTALL 12-INCH EPOXY COATED STEEL PIPE WITH MECHANICAL COUPLINGS AND SUPPORTS PER PLAN AND SPECS.	\$ 8,000	\$ 8,000
29	23	LF	INSTALL 10-INCH EPOXY COATED STEEL PIPE THRUST STRUT INCLUDING FITTINGS AND SUPPORTS PER PLAN AND SPECS.	\$ 500	\$ 11,500 /

TOTAL BID PRICE \$ 303,120.00 

(Figures)\*

TOTAL BID PRICE: THREE HUNDRED SIXTY THREE THOUSAND

(Words)\*

ONE HUNDRED TWENTY DOLLARS

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

B2009-20

Item No.	Quantity	Unit of Measure	Description	Price	Total
23	1	LS	INSTALL COMPLETE VAULT VENTILATION SYSTEM INCLUDING DUCTING, FAN, PIPES AND SUPPORTS AND RESTORATION OF SURFACE FEATURES	\$ 2,000	\$ 2,000
<b>POTABLE WATER IMPROVEMENTS</b>					
24	2	EA	INSTALL 12" FLG X FLG CAL-VAL MODEL NO. 133/131VC ELECTRONIC FLOW VALVE INCLUDING ELECTRONIC CONTROL SYSTEM OR APPROVED EQUIVALENT	\$ 17,500	\$ 35,000
25	4	EA	INSTALL 12" RW GATE VALVES, FLG X FLG, INCLUDING INSULATING FLANGE KITS.	\$ 3,000	\$ 12,000
26	50	LF	FABRICATE AND INSTALL 20-INCH CML&C STEEL PIPE, INCLUDING FITTINGS AND CONNECTIONS TO EXISTING PIPES, AND PIPE SUPPORTS PER PLAN AND SPECS.	\$ 1,000	\$ 50,000
27	32	LF	FABRICATE AND INSTALL 12-INCH CML&C STEEL PIPE, INCLUDING FITTINGS AND CONNECTIONS TO EXISTING PIPES, AND PIPE SUPPORTS PER PLAN AND SPECS.	\$ 500	\$ 16,000
28	16	LF	INSTALL 12-INCH EPOXY COATED STEEL PIPE WITH MECHANICAL COUPLINGS AND SUPPORTS PER PLAN AND SPECS.	\$ 500 <del>8,000</del>	\$ 8,000
29	23	LF	INSTALL 10-INCH EPOXY COATED STEEL PIPE THRUST STRUT INCLUDING FITTINGS AND SUPPORTS PER PLAN AND SPECS.	\$ 500	\$ 11,500

*[Handwritten signature]*  
5/15/09

TOTAL BID PRICE \$ 303,120.00  
(Figures)\*

TOTAL BID PRICE: THREE HUNDRED SIXTY THREE THOUSAND  
(Words)\*

ONE HUNDRED TWENTY DOLLARS

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

B2009-20

May 19, 2009  
CITY OF TORRANCE  
TI Vault Upgrades

Page 2 of 3

Project Name:	B2009-20 Vault upgrade
Owner:	
BID DATE:	

Bid Item	Item Description	QTY	U/M	Unit Price	Total
1	Gen. Mob	1	LS	16,000.00	16,000.000
2	Survey, Staking	1	LS	500.00	500.000
3	TC	1	LS	15,000.00	15,000.000
4	Project Sign	2	Ea	2,000.00	4,000.000
5	Additional Portable Changeable Sign	1	Ea	4,800.00	4,800.000
6	Caltrans Permit & Inspection Fees	1	LS	700.00	700.000
7	SWPP & Project BMPs	1	LS	1,000.00	1,000.000
8	Ex./Demo/Hauling/Recycleing of Debris inclu	1	LS	56,000.00	56,000.000
9	Furnish & Install ex. safety measured shoring	1	Ls	35,000.00	35,000.000
10	Temp. TC Striping	1	LS	3,500.00	3,500.000
11	Sump pumps, 35 lf head,	1	Ls	500.00	500.000
12	Exvation backfill and compaction	200	Cy	30.00	6,000.000
13	Crushed Agg. Base	50	Ton	50.00	2,500.000
14	AC base course	50	Ton	166.00	8,300.000
15	AC surface course	20	Ton	166.00	3,320.000
16	42" MH Fand C	2	Ea	1,500.00	3,000.000
17	36" MH F & C	2	Ea	1,000.00	2,000.000
18	Unclassified Ex.	1	Ea	20,000.00	20,000.000
19	Install New Vault Roof Salbs, wall including c	1	Ls	35,000.00	35,000.000
20	Install ships's ladder	1	LS	1,000.00	1,000.000
21	Internal and Ex. Crystalline Waterproof of vat	1,300	SF	1.00	1,300.000
22	Install Ele Servcie & Conduit)	1	LS	9,200.00	9,200.000
23	Install Vault Ventillation, ducting	1	LS	2,000.00	2,000.000
24	Install 12" Flg x Flg Cal Valve no 133.131 VC	2	Ea	17,500.00	35,000.000
25	Install 12" RW gate Valve , Flgxfly , ins. gask	4	Ea	3,000.00	12,000.000
26	20" CMLxC Steel pipe , Ftigging,	50	lf	1,000.00	50,000.000
27	12" CML and C Steel pipe ,	32	LF	500.00	16,000.000
28	12" Epoxy coated pipe with Mec. couping	16	LF	500.00	8,000.000
29	10" epoxy coated steel pipe and thrus.	23	LF	500.00	11,500.000
Total					363,120.000

ATTACHED FOR  
REFERENCE

MAY 19, 2009  
CITY OF TORRANCE  
TI VAULT UPGRADES

Page 3 of 3

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of June 9, 2009 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and CBM Consulting, Inc., a California Corporation (“CONSULTANT”).

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to inspect construction of T1 Vault Upgrades Project, CIP No. I-104.
- 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 June 9, 2010.

#### 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 \$60,800.00 (“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:

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

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

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

**17. INSURANCE**

- A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
    - b. Primary Property Damage of at least \$250,000 per occurrence; or
    - c. Combined single limits of \$1,000,000 per occurrence.
  2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
  3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
  4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of 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 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:                      Consultant's Name and Address  
 CBM Consulting, Inc.  
 17601 South Denver Avenue  
 Gardena, CA 90248  
 Fax: (310) 329-1021

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

CBM Consulting, Inc.  
a California Corporation

\_\_\_\_\_  
Frank Scotto,  
Mayor

By: \_\_\_\_\_  
Chuck Stephan, P.E.  
President

ATTEST:

\_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      10/29/2008

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Type Information**

## SCOPE OF SERVICES

### Construction Observation:

CBM-KOA construction observation services typically will involve the following:

- Inspection Services: CBM-KOA will provide full time construction observation (divided between the two projects) for the project. The construction observer will thoroughly review and familiarize himself with the contract documents prior to the commencement of the construction operation.
- Meetings: CBM-KOA's construction observer will attend the preconstruction meeting and all other meetings as required.
- Safety Rules & Regulations: CBM-KOA will monitor the project work and adjacent areas for unsafe conditions and promptly report it to the City and the Contractor for resolution. Compliance with the construction excavation safety rules and regulations per Federal, State and local requirements will be part of this operation. CBM always considers safety the most important issue on any construction project. CBM will recommend key safety provisions to require the contractor to have competent safety personnel and site specific safety programs employed on the project at all times.
- Daily Measurements: CBM-KOA will check and agree with the contractor the daily measurements of quantities of work completed by the contractor.
- Daily Construction Observation Reports: CBM-KOA will compile daily observation reports documenting the contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the contractor. Completed daily reports will be transmitted to the City on a weekly basis.
- Inspection Duties: CBM-KOA will ensure that the contractor complies with the requirements of the plans and specifications.
- Problems and Solutions: CBM-KOA'S proactive approach serves to anticipate and expeditiously resolve field problems. Our team is well trained in problem solving. All issues are processed with a sense of urgency and presented to the City with suggested alternatives, cost and schedule impacts and recommended solutions. CBM will quickly implement the alternative, which suits the best interests of the project and the City.
- USA Compliance: CBM-KOA will liaise with the contractor to ensure that sufficient notification is given to Underground Service Alert. This activity needs to be coordination with the construction operation.
- NPDES: CBM-KOA will enforce all provisions of the Storm Water Pollution Prevention Plan. At a minimum SWPPP requirements will be monitored and a specific SWPPP Checklist will be compiled. Any deficiencies noted will be addressed with the contractor for immediate remedy. Upon a weather report of 40% (or higher) expectancy of rain, a site walk will be conducted to ensure that SWPPP measures are in place and well maintained.
- "As-Built" Plans: CBM-KOA's construction observer will update on a daily basis the "As-Built" set of plans.

## SCOPE OF SERVICES

- Punch List: CBM-KOA's construction observer will prepare a detailed punch list for the project, prior to final acceptance of the work.
- Progress Payment & Final Acceptance: CBM-KOA's construction observer will review the payment applications and check the quantities for accuracy.
- Material & Equipment Inspections: CBM-KOA's construction observer will inspect materials and equipment upon delivery to the site for compliance with the specification.
- Change Orders: CBM-KOA will maintain a Trend Log, listing potential changes as identified, either formally or informally. This Trend Log shall be used such that potential change items are not overlooked or deferred until the end of the job. CBM-KOA will establish, implement and coordinate systems for processing all contract change orders. Each issue, which is identified as a potential change to the design, scope, cost or contract time will generate change notice. CBM-KOA will determine whether or not a change notice should be considered. The plans and specifications will be reviewed against the change notice. If the issue does not appear to be included in the plans or specifications, a Request for Quotation (RFQ) will be sent to the Contractor. Any credits for work deleted as a result of the change will be required at this time as well. The contractor's response to the RFQ will be evaluated for reasonableness and completeness. CBM-KOA will prepare independent cost estimates as required for contract change orders. Upon approval by the City, CBM-KOA will prepare, log and process change orders for full execution, and administer their implementation. Once fully executed, CBM-KOA will review the timely completion of the work and coordinate inclusion of the change order in the appropriate payment application.
- Special, Deputy and Soils Inspection and Materials Testing: Upon determination of the specific special, deputy and soils inspection and testing requirements, CBM-KOA will develop the required scope of services engage the necessary services for the QC on the project. The construction observer will coordinate and arrange for any special inspections as required.
- Photographs: The construction observer will prepare and maintain a photo journal documenting the construction progress.
- Testing and Observations: CBM-KOA will coordinate compaction and materials testing using the City's geotechnical consultant. CBM-KOA will monitor testing services, track documentation and record testing results in weekly construction progress meetings. When necessary, CBM-KOA will require and track that corrective measures are implemented and re-inspected to verify acceptable completion.
- Resident / Business Inquiries: The construction observer will respond immediately to any business or resident inquiries. It is very important that such matters are dealt with expeditiously.
- Monument Restoration: CBM-KOA will ensure that the contractor completes the following as part of the construction operation:
  - Comply with State requirements in connection with preservation and/or reestablishment of survey monuments

## SCOPE OF SERVICES

- Set centerline ties for existing centerline monuments found with no existing ties.
- Replace centerline ties disturbed by construction.
- Reset centerline monuments and provide the City with updated set of centerline tie notes.

### **Project Close-out:**

As part of the project close-out, CBM-KOA will provide the following services:

- Final Inspection: All corrections must be made and all punch list items must be completed before CBM-KOA recommends processing of the "Notice of Completion". CBM-KOA is noted for our attention to detail. Not only have we excelled at closing out our own projects, but we have been requested to and successfully closed out problem client projects where our services were not initially utilized. Upon completion of the punchlist and final sign off by all project stakeholders, CBM will make recommendation to City regarding Contractors final progress payment request and prepare final progress payment report for submission to City.
- Delivery of As-Builts and close-out documents: CBM-KOA will review "as-constructed" plans and prepare "as-constructed" reports. CBM-KOA will assist the Contractor in maintaining a field set of "as-constructed" plans to be updated daily and delivered to the City upon project completion. CBM-KOA will continually document changed field conditions and not rely on the Contractor to document "as-constructed" conditions. The will report and photograph field condition changes. The CM will document and keep these "as-constructed" conditions on plans in his office. CBM-KOA will review the Contractor's submittal of "as-constructed" conditions and compare this submittal to CBM-KOA's own documentation. Discrepancies will be discussed, resolved and recorded. Completed "as-constructed" plans will be submitted to the City. CBM-KOA will enforce the provisions of the specifications to require the Contractor to submit well coordinated operations and maintenance manuals, warranties & guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented.
- Finalize Contractor's Payments: CBM-KOA will finalize all contract bid items and all Change Orders with the contractor and City.
- Finalize Punch List Items: CBM-KOA will work with the contractor to ensure that the contractor finalizes all punch list items.
- Final Walk-through: Upon completion of all the punch list items, CBM-KOA will conduct the final walk-through with the City and contractor.
- Project Files: CBM-KOA will arrange for the delivery of all project files to the City after completion of the project. An electronic version of the all project documents will also be provided to the City.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**Type Information**

FEE ESTIMATE:

CBM CONSULTING - KOA CORPORATION  
 CONSTRUCTION INSPECTION SERVICES  
 CITY OF TORRANCE  
 REHAB OF T-1 VAULT

Task Description	Classification	Hrs./Day	Duration	Rate	Extension
<b>T-1 VAULTS</b>					
Monitor compliance	Construction Observer	3.5	100 Days	\$ 75.00	\$ 26,250.00
Daily Inspection Reports	Construction Observer	1	100 Days	\$ 75.00	\$ 7,500.00
Coordination of site activities	Construction Observer	3	100 Days	\$ 75.00	\$ 22,500.00
Review proposed work plan	Construction Observer	0.5	100 Days	\$ 75.00	\$ 3,750.00
				Sub-total	\$ 60,000.00
<b>Reimbursable Expenses</b>					\$ 800.00
<b>NOT TO EXCEED FEE</b>					\$ 60,800.00

**PROFESSIONAL ENGINEERING  
& MANAGEMENT SERVICES**

**HOURLY BILLING RATE**

◇ Principal-In-Charge/Program Director .....	\$155.00
◇ QA/QC Manager .....	130.00
◇ Senior Engineer .....	130.00
◇ Senior Project Manager .....	130.00
◇ Construction Manager .....	105.00
◇ Traffic Engineer.....	150.00
◇ Project Manager.....	120.00
◇ Resident Engineer.....	120.00
◇ Project Engineer .....	120.00
◇ Assistant Construction Manager .....	100.00
◇ Office Engineer .....	110.00
◇ Design Engineer .....	110.00
◇ Assistant Project Manager .....	100.00
◇ Associate Engineer .....	100.00
◇ Project Controls .....	100.00
◇ Public Works Inspector / Construction Observer .....	75.00
◇ CAD Technician .....	75.00
◇ Technician .....	70.00
◇ Administrative & Clerical Support .....	65.00

**EXPENSES**

Project expenses are billed at cost plus 10%. Project expenses include: Non-commuter automobile mileage (at \$.50 per mile), postage and special courier expenses, subsistence, reproduction, project related telephone, subcontractor services and other direct project expenses as requested by the client.

**OVERTIME**

Overtime is billed at a rate of 1.5X for Overtime and Saturdays. Sundays are billed at a rate of 2x.



## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of June 7, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Geo-Environmental Inc., a California Corporation ("CONTRACTOR").

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide geotechnical services for the T1 Vault Upgrades Project, CIP No. I-104.
- B. CONTRACTOR represents that it is qualified to perform those services.

### AGREEMENT:

#### 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 June 7, 2010.

#### 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 \$\$4,910.00 ("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.

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. **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**

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**

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 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:

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

**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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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, \$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. 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 ("City of Torrance"), the Redevelopment Agency of 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 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 Contractor's Name and Address  
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 CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

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

Geo-Environmental,  
Incorporated

\_\_\_\_\_  
Robert J. Beste  
Public Works Department

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

\_\_\_\_\_  
LeRoy J. Jackson, City Manager

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      10/29/2008

**EXHIBIT A**  
**SCOPE OF SERVICES**

**[To be attached]**

## EXHIBIT A

### 2.0 SCOPE OF CONSULTING ENGINEERING SERVICES

#### 2.1 Field Observations and Materials Testing

- 2.1.1 **Evaluation of excavation**: GEI's field staff will inspect and evaluate the excavation of trenches to ensure that the excavations for the proposed improvements have exposed competent material at the bottoms for the placement of the utilities following the placement of the approved bedding material. The trench bottoms will be inspected prior to placement of bedding material to ensure that a firm and unyielding subgrade is exposed. If the subgrade is loose or unstable, GEI's field staff will verify that the unsuitable soil is over-excavated and replaced with compacted 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. The nearby structures will be closely observed to ensure that there are no adverse impacts from deep excavations.
- 2.1.2 **Evaluation of material to be used as bedding**: Soils used for bedding will be inspected and tested prior to the backfilling of trenches to ensure that the materials conform to Torrance Standard Drawing T701. GEI's field staff will collect samples of the proposed bedding material and deliver them to the materials laboratory. Appropriate testing will be performed to verify that the bedding is sand, gravel crushed aggregate, or free-draining granular material having a sand equivalent (SE) of 30 or more. GEI's field staff will verify that the bedding is placed on a firm and unyielding subgrade so that the utility pipes are supported for the full length of the barrel. GEI's field staff will ensure that the bedding is placed uniformly on each side of the pipe and compacted to at least 90 percent relative compaction in accordance with ASTM D1557-91. The Contractor will be monitored to ensure that the bedding placement conforms to the Greenbook.
- 2.1.3 **Evaluation of earth material to be used as fill**: GEI's field staff will collect samples of the proposed fill material and deliver them to the materials laboratory. Appropriate testing will be performed to determine the appropriate placement method for the fill material and if the fill material meets project specifications.
- 2.1.4 **Evaluation of compaction procedures**: GEI's field staff 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.). If hand-directed mechanical tampers are used for compaction, GEI's field staff will ensure that the loose lift thickness do not exceed 6.0 inches.

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- 2.1.5 **Testing of compaction, moisture content, etc.:** GEI's field staff will conduct compaction testing by Sand Cone Test Method (ASTM D1556) and/or Nuclear Method (D6938-08a) 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 testing will be performed within the subgrade of the pavement section, as well as in the AB to verify compliance related to the relative compaction requirements contained in the project specifications. GEI's Engineering Technician will verify that backfill is compacted to a minimum relative compaction of 90 percent in accordance with ASTM D1557-91 and that the upper 6.0 inches of subgrade below pavement and all AB is compacted to at least 95 percent relative compaction. 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.
- 2.1.6 **Inspection of footing excavations:** GEI's field staff will inspect the bottom of the footing excavations to ensure that competent material has been exposed for the placement of reinforcement and concrete. This task includes the inspection and observation of the subgrade material to be used for the footings, slabs, grade beams, etc.
- 2.1.7 **Observation of retaining wall construction:** GEI's field staff will check and observe the reconstruction of any affected retaining walls on compacted soil. This will include inspection of materials to ensure that the Contractor complies with the project specifications. Additionally, GEI's field staff will inspect the placement of drains.
- 2.1.8 **Concrete testing and inspection:** GEI's field staff will inspect the pouring of PCC 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 slump, the temperature, and all other properties of concrete per City standards. Concrete samples will be collected and tested for 7-day, 14-day, and 28-day compressive strengths. One (1) cylinder will be held on reserve.
- 2.1.9 **Asphalt testing and inspection:** GEI's field staff will inspect the placement of AC for pavement sections 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, the lay-down operation, field-density, and all other properties of AC per ASTM standards/specifications. GEI will obtain representative wet samples for laboratory analysis.

During the progress of our work, GEI's field staff will prepare daily field reports. A copy of these reports will be submitted to the City Inspector 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 testing

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performed during the project will be plotted on a set of plans that is maintained by the field staff. The Contractor will be asked not to place any backfill material that does not meet project specifications.

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, the testing and inspection duration is completely 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 project 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 required, and will spend an appropriate amount of time in the field commensurate with the testing requirements.

## **2.2 Laboratory Testing**

The following testing will be conducted in GEI's materials laboratory to determine the engineering characteristics of the subgrade soils, AB, and PCC:

### *2.2.1. Modified Proctor Testing to Determine Maximum Dry Density/Optimum Moisture Content:*

- i. Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B)
- ii. Max. Density/Opt. Moisture – ASTM D1557 (Method C)

### *2.2.2. Soil Classification:*

- i. Sand Equivalent – CT217 or ASTM D2419
- ii. Grain Size Analysis – ASTM D422
- iii. Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204

### *2.2.3. Concrete Testing:*

- i. Compression Test (6" x 12" incl. Hold) per Cylinder – ASTM C39

## **2.3 Technical Management**

GEI's Staff Engineer or Staff Geologist will provide project coordination, technical support, and management during the project. This will include work scheduling and the review of the project geotechnical reports, plans, and specifications. Additionally, GEI's Staff Engineer or Staff Geologist will attend all pre-grade meetings, construction field meetings, and other coordination meetings to assure the City that all work being performed is in accordance with the approved plans and specifications. After consulting with the Principal Engineer, he will provide guidance and recommendations to the field staff. GEI's 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.

T-1 Vault Upgrades on West 190<sup>th</sup> Street, West of South Western Avenue  
GEI Proposal No. 09-077  
May 18, 2009  
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## **2.4 Report Preparation**

At the completion of our services, GEI will prepare a final 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 bound copies and one (1) black and white Portable Document Format (PDF) version of the final report will be submitted.

## **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. 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). Travel time from GEI's headquarters in Irvine will be charged for every visit (within the four (4) hour minimum if applicable).

A flat fee will be charged for the preparation of the final report, which will include all work performed in the office by the Principal Engineer, Staff Engineer and Geologist, Drafter/CAD Operator, and clerks. The fee will not include the work performed in the field, which will be billed on an hourly rate as specified above. Costs for any additional reports required for this project will be negotiated with the City before preparation.

## **3.0 CLOSURE**

We appreciate the opportunity to propose our services and look forward to working with you on this project. If you have any questions regarding this proposal or need further information, please do not hesitate to contact the undersigned at (949) 263-8334, extension 22, or Mr. Jamal R. Siddiqi at extension 24.

**EXHIBIT B**  
**COMPENSATION SCHEDULE**  
**[To be attached]**

## EXHIBIT B



GEO-ENVIRONMENTAL, INC.  
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**TABLE NO. 1**  
**FEE ESTIMATE**

**T-1 Vault Upgrades on West 190th Street, West of South Western Avenue**  
**City of Torrance, Los Angeles County, California 90504**  
Geotechnical Observation and Materials Testing Services  
GEI Proposal No. 09-077  
May 18, 2009

	Units (hrs.)	Unit Cost	Unit Total	Total
<b>1. Field Observation and Testing</b>				
<i>Evaluation of Excavations, Bedding/Fill Material, and Compaction Procedures</i>				
<i>Performance of Field Density Testing on Subgrade/AB:</i>				
Engineering Technician (Prevailing Wage)*	16	\$80.00	\$1,280.00	
Vehicle (daily fee)	2	\$100.00	\$200.00	
Equipment (Nuclear Gauge) (daily fee)	2	\$40.00	\$80.00	
				\$1,560.00
<i>Making of Concrete Specimens/Performance of Concrete Cylinder Testing</i>				
<i>Inspection of Batch Plant/Transportation of Concrete Specimens (Handling/Storing):</i>				
Engineering Technician (Prevailing Wage)*	4	\$80.00	\$320.00	
Vehicle (daily fee)	1	\$100.00	\$100.00	
Equipment (Slump & Temperature) (daily fee)	1	\$40.00	\$40.00	
				\$460.00
<i>Performance of AC Field Density Testing</i>				
<i>Inspection of Batch Plant/Transportation of Asphalt Specimens (Handling/Storing):</i>				
Engineering Technician (Prevailing Wage)*	8	\$80.00	\$640.00	
Vehicle (daily fee)	1	\$100.00	\$100.00	
Equipment (Nuclear Gauge) (daily fee)	1	\$40.00	\$40.00	
				\$780.00
<b>2. Materials Testing in Laboratory</b>				
Compression Test (6" x 12" incl. Hold) per Cylinder – ASTM C39**	4	\$30.00	\$120.00	
Sand Equivalent – CT217 or ASTM D2419	1	\$65.00	\$65.00	
Grain Size Analysis – ASTM D422	1	\$80.00	\$80.00	
Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204	1	\$90.00	\$90.00	
Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B)	1	\$130.00	\$130.00	
Max. Density/Opt. Moisture – ASTM D1557 (Method C)	1	\$145.00	\$145.00	
Test Maximum Density – CT304 (Set of 5 Specimens)	0	\$425.00	\$0.00	
				\$630.00
<b>3. Technical Management/Pregrade, Field, and Other Coordination Meetings with City Personnel</b>				
Staff Engineer & Geologist*	2	\$85.00	\$170.00	
Vehicle (daily fee)	0	\$100.00	\$0.00	
				\$170.00
<b>4. Summarization of Data/Data Analysis/Report Preparation</b>				
Principal Engineer & Geologist	2	\$155.00	\$310.00	
Staff Engineer & Geologist	4	\$85.00	\$340.00	
Drafter/CAD Operator	4	\$70.00	\$280.00	
Technical Word Processor	4	\$45.00	\$180.00	
Color Report Reproduction	3	\$50.00	\$150.00	
Portable Document Format (PDF) Black and White Report Production	1	\$50.00	\$50.00	
				\$1,310.00
<b>Total Estimated Cost</b>				<b>\$4,910.00</b>

\* Travel time and mobilization are included

\*\* Each set of cylinders contains four (4) samples



GEO-ENVIRONMENTAL, INC.

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Schedule of Charges

Effective February 1, 2009

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## 2009 FEE SCHEDULE

**Engineering Services**

Staff Engineer & Geologist .....	\$85.00/hour
Project Engineer & Geologist.....	\$105.00/hour
Associate Engineer & Geologist .....	\$120.00/hour
Principal Engineer & Geologist.....	\$155.00/hour

**Field Personnel and Drilling/Coring Services**

Engineering Technician .....	\$55.00/hour	Prevailing Wage: \$80.00/hour
Caltrans Certified Technician .....	\$75.00/hour	Prevailing Wage: \$100.00/hour
Senior Engineering Technician.....	\$75.00/hour	Prevailing Wage: \$100.00/hour
Registered Deputy Inspector.....	\$90.00/hour	Prevailing Wage: \$115.00/hour
Batch Plant Inspector .....	\$95.00/hour	Prevailing Wage: \$125.00/hour
Pile Inspector (Drilled/Driven/Tieback) .....	\$100.00/hour	Prevailing Wage: \$130.00/hour
Trenching Contractor (Backhoe) .....	\$160.00/hour	Prevailing Wage: \$205.00/hour
10-Inch Diameter Coring Contractor .....	\$165.00/core	Prevailing Wage: \$230.00/core
24-Inch Diameter Coring Contractor .....	\$200.00/core	Prevailing Wage: \$265.00/core
Hollow Stem Auger Drill Rig Contractor.....	\$230.00/hour	Prevailing Wage: \$295.00/hour
Bucket Auger Drill Rig Contractor.....	\$240.00/hour	Prevailing Wage: \$310.00/hour
Limited Access Hollow Stem Auger Drill Rig Contractor .....	\$250.00/hour	Prevailing Wage: \$340.00/hour
Limited Access 8-Inch Diameter Coring Contractor .....	\$260.00/core	Prevailing Wage: \$375.00/core
Mud Rotary Wash Drill Rig Contractor .....	\$265.00/hour	Prevailing Wage: \$380.00/hour
Limited Access Bucket Auger Drill Rig Contractor .....	\$310.00/hour	Prevailing Wage: \$390.00/hour
Direct Push Geoprobe 5410 Contractor .....	\$315.00/hour	Prevailing Wage: \$430.00/hour
Single Monitored Moving Lane Closure .....	\$775.00/day	Prevailing Wage: \$835.00/day
Double Monitored Moving Lane Closure.....	\$1,220.00/day	Prevailing Wage: \$1,495.00/day

**Technical Services**

Clerical .....	\$40.00/hour
Technical Word Processor.....	\$45.00/hour
Drafter/CAD Operator .....	\$70.00/hour
Black and White Report Reproduction.....	\$25.00/b&w copy
Color Report Reproduction .....	\$50.00/color copy
Portable Document Format (PDF) Black and White Report Production.....	\$50.00/b&w copy
Portable Document Format (PDF) Color Report Production .....	\$100.00/color copy
Health-and-Safety Plan.....	\$300.00/plan
Unsigned Traffic Control Plan .....	\$500.00/plan
Traffic Control Plan Prepared/Stamped by Licensed Traffic Engineer.....	\$3,000.00/plan

**Litigation Support**

Principal Engineer (Engineering Analysis, Preparation, etc.) .....	\$250.00/hour
Principal Engineer (Depositions, Hearings, Arbitration, Trials, etc.).....	\$390.00/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. reserves the right to revise its Schedule of Charges with changes in its practice*

2691 Richter Avenue • Suite 127 • Irvine, California • 92606-5125 • Tel. (949) 263-8334 • Fax (949) 263-8338



GEO-ENVIRONMENTAL, INC.

Schedule of Charges

Effective February 1, 2009

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Caltrans Certified  
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## Laboratory Testing Services

(Rate per Test)

<b>Classification and Index Test</b>		<b>Soil Chemistry</b>	
Sand Equivalent – CT217 or ASTM D2419 .....	\$ 65.00	Sulfate Content – CT417 .....	\$ 60.00
Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204 .....	90.00	Chloride Content – CT422 .....	60.00
Shrinkage Factors – ASTM D427 .....	80.00	pH – CT643 .....	40.00
Grain Size Analysis including Hydrometer – ASTM D422 or CT203 .....	110.00	Resistivity – CT643 .....	80.00
Grain Size Analysis – ASTM D422 .....	80.00	Corrosion Package (So <sub>4</sub> , Cl, pH, Resistivity) .....	205.00
Percent Passing #200 Sieve – ASTM D1140 .....	35.00		
Moisture Content – ASTM D2216 or CT206 .....	10.00	<b>Environmental Testing</b>	
Moisture Content & Dry Density (Ring) – ASTM D2937 .....	15.00	pH in Soil – EPA 9045 .....	15.00
Moisture Content Dry Density (Shelby Tube) .....	25.00	Volatile Organics Compounds – EPA 8260B .....	145.00
Specific Gravity (Soil) – ASTM D854 or CT203 .....	95.00	Total Petroleum Hydrocarbon (TPH) Carbon Chain – EPA 8015M .....	75.00
		Semi-Volatile Organics Compounds – EPA 8270 .....	200.00
<b>Compaction and R-Value Test</b>		Organochlorine Pesticides – EPA 8081 .....	110.00
Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B) .....	130.00	Polychlorinated biphenyls (PCBs) – EPA 8082 .....	75.00
Max. Density/Opt. Moisture – ASTM D1557 (Method C) .....	145.00	Title 22 Metals – EPA 6010 .....	160.00
Max. Density/Opt. Moisture – ASTM D698 (Methods A & B) .....	95.00	Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) – EPA 8021 .....	50.00
Max. Density/Opt. Moisture – ASTM D698 (Method C) .....	115.00	Total Recoverable Petroleum Hydrocarbons – EPA 418.1 .....	60.00
Max. Density/Opt. Moisture – CT 216 .....	145.00	MiniRAE (photo ionization detector) (daily fee) .....	70.00
R-Value (Untreated Soil) – CT301 or ASTM D2844 .....	270.00	MultiRAE (four-gas monitor/photo ionization detector) (daily fee) .....	95.00
R-Value (Cement or Lime Treated Soil) – CT301 or ASTM D2844 .....	270.00		
R-Value (Aggregate Base) – CT301 or ASTM D2844 .....	250.00	<b>Aggregate and Base Course Test</b>	
California Bearing Ratio (CBR) on Soil – ASTM D1883 .....	310.00	Durability of Aggregate (CT229) .....	200.00
California Bearing Ratio (CBR) on Base Material .....	415.00	Sieve Analysis (Fines Only) – ASTM C136 or CT202 .....	80.00
		Sieve Analysis (Fines and Coarse) – ASTM C136 or CT202 .....	95.00
<b>Consolidation and Expansion Test</b>		Sp. Gravity (Fine Aggregate) incl. % Absorption – ASTM C126 .....	95.00
Consolidation – ASTM D2435 (Method A) .....	160.00	Sp. Gravity (Coarse Aggregate) incl. % Absorption – ASTM C127 .....	65.00
Consolidation – ASTM D2435 (Method B) .....	325.00	Abrasion Resistance (LA Rattler, 100-500 rev.) – ASTM C131 .....	110.00
Time Rate per Load Increment .....	35.00	Centrifuge Kerosene Equivalent – CT303 .....	200.00
Expansion Index – ASTM D-4829-08 .....	90.00		
Single Load Swell or Collapse Test .....	95.00	<b>Asphalt Concrete Test</b>	
<b>Strength Test</b>		Mix Design by Marshall or Stabilometer Method .....	by Quotation
Unconfined Compression – ASTM D2166 .....	85.00	Field Density for Compacted Mix (CT308) .....	by Quotation
Direct Shear, Unconsolidated-Undrained (UU) – per point .....	55.00	Thickness of Compacted Mix .....	25.00
Direct Shear, Consolidated-Undrained (CU) – per point .....	70.00	Theor. Max. Sp. Grav. & Dens. of Bit. Mixtures – ASTM D2071 .....	125.00
Direct Shear, Consolidated-Drained (CD) – per point .....	85.00	Test Maximum Density – CT304 (Set of 5 Specimens) .....	425.00
Direct Shear, Residual – per point .....	70.00	Asphalt Hveem Maximum Density .....	290.00
Remolding/hand trimming specimens – per point .....	40.00	Specific Gravity of Compacted Sample – ASTM D2726 or CT308 .....	60.00
		Specific Gravity of AC (Parallin Coated) – ASTM D1188 .....	75.00
<b>Concrete/Grout/Mortar Testing</b>		Extraction of Bitumen Mat., % Oil – ASTM D2172 (Method A) .....	150.00
Compression Test (6" x 12" incl. Hold) per Cylinder – ASTM C39 .....	30.00	Extraction of Bitumen Material by Ignition Method .....	195.00
50-mm Cubes (CT 515, 551 & ASTM C109) .....	25.00	Extraction with Sieve Analysis .....	515.00
Compression Testing (2" Cubes) – ASTM C109 .....	25.00	Gradation of Extracted Sample – ASTM D5444 or CT202 .....	115.00
Mortar Cylinder Compression Test – ASTM C780 .....	30.00	Stabilometer Value of Premixed Sample – CT366 .....	115.00
Grouted Masonry Prism Test (8" x 16" x 16") – ASTM E-447 .....	245.00	Hveem Stability .....	450.00

## Basis of Charges

Regular Field Hours:	Monday to Friday – 7:00 am to 4:00 pm
Overtime Hours:	1.5 times regular hourly rates over 8 hours per day, night shifts, and Saturdays Double time regular rate on Sundays, holidays, workdays over 12 hours, and night shifts and Saturdays over 8 hours
Minimum Charge:	2-hour minimum for showing up to the field if not canceled 2 hours prior to arrival 4-hour minimum if fieldwork is equal to or less than 4 hours Charges for all fieldwork will be computed on a portal-to-portal basis. Fieldwork will be billed on a time-and-material basis unless otherwise stated in a proposal. Laboratory testing rates do not include sampling time or cost of equipment to secure the samples.
Mileage:	Mileage shall be billed at \$0.60 per mile, if applicable.
Vehicle Charge:	Travel time will be charged at regular hourly rate for actual time involved. Vehicles will be charged at \$100.00 per day.
Equipment Charge:	Equipment used for inspections/field investigations will be charged at \$40.00 per day. Drilling supplies will be charged at \$100.00 per day. Cold asphalt or concrete patches will be charged at \$15.00 per patch. Disposal of soil cuttings will be charged at \$145.00 per drum.
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, California • 92606-5125 • Tel. (949) 263-8334 • Fax (949) 263-8338



Date: **May 15, 2009**

To: **CITY OF TORRANCE**  
**3031 Torrance Blvd.**  
**Torrance, CA 90509**  
**Ph. (310) 618-3069 Fax. (310) 781-6902**

Attention: **John C. Dettle, Acting City Engineer**

CC: **Emanuel Martin, Associate Engineer**

Project: **PROPOSAL FOR THE CONSTRUCTION OF – T1 VAULT UPGRADES CIP NO. I-104**

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Dear Mr. Dettle,

Please accept this letter as LBI's formal confirmation that the total bid amount of \$363,120.00 will be honored for the above referenced project. The clerical discrepancy on bid item 28 has been revised and provided in the attached copy of Bid Schedule Page C-3 for your records, (unit price is \$500.00 per LF.).

We thank for the opportunity to provide the City of Torrance this explanation and we are looking forward to a successful completion of the T1 Vault Upgrades project. Please do not hesitate to contact me with any questions or concerns regarding this information.

Best Regards,

**L. B. I.**

Hector O. Hernandez  
Estimating/Contract Administration  
(760) 224-5458

PAGE 1 of 3

**L. B. I.**

126 San Lorenzo Street Pomona CA 91766 Ph. (760) 224-5458 Fax. (760) 689-4917

MBE/SBE Certification: Metro File #5034 - DBE Certification: CUCP #37039