

Council Meeting of  
August 25, 2009

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

Members of the Council:

**SUBJECT: Public Works – Approve a First Amendment to extend the term for Agreement C2008-166 to Prepare the Torrance Sewer System Management Program, I-97. Expenditure: Not Applicable**

**RECOMMENDATION:**

Recommendation of the Public Works Director that City Council approve a First Amendment to Professional Services Agreement C2008-166 with Willdan Engineering for a six month term extension from August 12, 2009 to February 12, 2010 to complete consultant services which are included in the contract.

**Funding**

Not applicable

**BACKGROUND/ANALYSIS**

The City's Agreement with Willdan Engineering was entered into on August 12, 2008 in the amount of \$62,015 to prepare the City's Sewer System Management Program. The Management Program includes an Overflow Emergency Response Program, finalizing an operation and maintenance program and a grease control program, determining needed system modeling for capacity assurance and finalizing all of the preceding tasks into the completed Sewer System Management Plan. The purpose of the plan is to consolidate existing City procedures into one document to prevent sewer overflows.

Due to field staff's active cleaning of sewer lines, the City has experienced only 1 sewer overflow in the year from July 1, 2008 to July 1 of 2009. Previous years have averaged about 10 spills a year.

Unfortunately, due to conflicts with other projects, the document has not been completed and additional time is needed to finish. Upon completion, the plan will be presented to City Council for approval.

It is recommended that the contract be extended 6 months to February 12, 2010 to allow for completion.

Respectfully Submitted,

ROBERT J. BESTE  
Public Works Director



By David Ringland  
Engineering Manager

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachment: A. First Amendment to C2008-166  
B. Agreement C2008-166

X:\ENG\Council Items\_Engineering\DRingland\Agenda item 8-25-09 WILLDAN CONTRACT EXTENSION

## FIRST AMENDMENT TO AGREEMENT (C2008-166)

This First Amendment to Agreement C2008-166 is made and entered into as of \_\_\_\_\_, 2009, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and Willdan Engineering, a California corporation ("CONSULTANT").

### RECITALS:

- A. CITY and CONSULTANT entered into an Agreement as of August 12, 2008, whereby CONSULTANT agreed to provide public works consultant services to prepare the City's Sewer System Management Plan.
- B. CITY wishes to extend the Agreement term from the Effective Date through February 12, 2010, to allow adequate time for completion.

### AGREEMENT:

1. Paragraph 2, entitled "TERM" is amended to read in its entirety as follows:

"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 February 12, 2010. If mutually agreed, this Agreement may be extended once, for up to 6 months.

2. In all other respects, the Agreement entered into as of July 18, 2006 between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
A Municipal Corporation

Willdan Engineering  
a California Corporation

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

By \_\_\_\_\_  
Kenneth C. Taylor, P.E.  
Vice President/Group  
Manager

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

**CONSULTING SERVICES AGREEMENT**

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of AUGUST 12, 2008, (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Willdan Engineering, a California Corporation ("CONSULTANT").

**RECITALS:**

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to prepare the City's Sewer System Management Plan.
- 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 Proposal attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Proposal 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 August 12, 2009.

**3. COMPENSATION**

- A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal 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 62,015.00 ("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 Proposal. 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.

C2008-166

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

B. Termination for Cause.

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

C. Termination for Breach of Law.

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

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **CITY REPRESENTATIVE**

Robert J. Beste 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:

Kenneth C. Taylor, P.E., Vice President/Group Manager

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

13. **CARE OF WORK**

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

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

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

15. **INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss to the extent caused by the wrongful conduct on the part of the CONSULTANT. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as negligent. CONSULTANT will be entitled in the event of such a determination to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

**17. INSURANCE**

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

**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: Willdan Engineering  
2401 East Katella Avenue, Suite 450  
Anaheim, CA 92806

Fax: 714-978-8299

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;

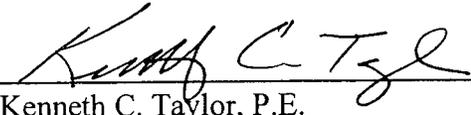
and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE  
a Municipal Corporation

Willdan Engineering  
a California Corporation

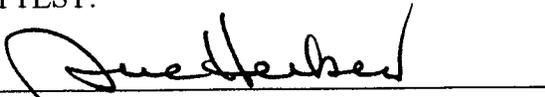


Frank Scotto, Mayor

By: 

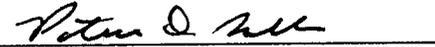
Kenneth C. Taylor, P.E.  
Vice President/Group Manager

ATTEST:



Sue Herbers  
City Clerk

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

By: 

Heather k. Whitham  
Deputy city Attorney

Attachments:      Exhibit A      Proposal

18 July 2008  
28 July 2008 (Revised)

David L. Ringland, P.E.  
Engineering Manager  
Engineering Division  
Public Works Department  
20500 Madrona Avenue  
Torrance, CA 90503

**Re: City of Torrance Sewer System Management Plan - PROSPOSAL**

Dear Mr. Ringland:

As a result of our recent discussion, we understand the City desires to accomplish the preparation of its required Sewer System Management Plan (SSMP) consistent with the State Water Resources Control Board Order No. 2006-003-DWQ. And the City is already registered on the California Integrated Water Quality System (CIWQS) reporting network and has been reporting as required. Further, the City has completed and certified as such the first two elements (Goals and Organization) for the required SSMP.

Of the remaining nine elements to be completed and certified, four must be substantially completed and ready for certification by November 2, 2008 and the final five elements must be substantially complete and ready for full plan notification, followed by a public hearing review and subsequent plan adoption by May 2, 2009. To meet these deadlines and accomplish the technical preparation and compilation as needed, the City intends to retain an experienced consulting firm to prepare the remaining nine elements and compile and present the full SSMP for public review and adoption.

Willdan is pleased to present this proposal for assisting the City in accomplishing the required SSMP. This proposal consists of the following five components in response to your request, with certain noted services subject to initial findings and discussion as to the appropriate timing as to be determined by the City. The noted services are identified by the italic text format used in the services description. Willdan is also capable of providing assistance in necessary financial evaluations for short and long range funding purposes and for environmental and energy assessments that may be considered appropriate.

## **PROJECT APPROACH**

In general, Willdan will meet the City's objectives, as expressed in the needs review meeting on July 1, 2008 and summarized in our letter of July 2, 2008, and will provide the following scope of services and required deliverables as described below.

## SCOPE OF SERVICES

### Task No. 1 - Project Management, Meetings & Coordination

- 1.1 Initial project 'Kick-off' meeting w/record notes and obtain all relevant records, reports, mapping, GIS, videos, codes, etc. from city. Concur on the project schedule and supporting activities by the City and Willdan.
- 1.2 Meetings with involved entities [6 expected] to gather relevant information and interviews of pertinent City personnel.
- 1.3 Examine Information received (note any discrepancies, summarize, compare, evaluate, discuss w/city staff)
- 1.4 Prepare & submit bi-weekly progress reports (work performed, meeting issues, task status, schedule & budget) [15 anticipated]
- 1.5 Informal monthly meetings w/city staff [8 anticipated]
- 1.6 Teleconferences to review draft task reports (6 copies each) as completed [9 anticipated]
- 1.7 Presentation of draft SSMP to City Council during a public hearing
- 1.8 QA / QC review of work products
- 1.9 Presentation of final SSMP to City Council for adoption

### Task 2 - Goals, Actions & Organization Structure

**[Completed & certified previously by City]** No action under this proposal.

### Task 3 - Overflow Emergency Response Plan

- 3.1 Review and update city's Maintenance Overflow & Spill Prevention Program (MOSPP) to conform w/WDR.
- 3.2 QA / QC Review of findings

### Task 4 - Legal Authority

- 4.1 Review and recommend necessary changes in city codes, existing agreements & other binding terms for conformance w/WDR
- 4.2 QA / QC review of findings

### Task 5 - Operation & Maintenance Program

- 5.1 Review city's existing O&M program, activities, equipment, training practices, inventories, GIS mapping, contracting practices, inspection & documentation practices (incl. digital CCTV records of rated structural and maintenance deficiencies and inspection schedule)
- 5.2 Review & recommend as needed the rehabilitation, replacement and capital outlay programs for the sewer system
- 5.3 QA / QC review of findings

### Task 6 - FOG Control Program

- 6.1 Review city's draft grease control position paper & its practices, procedures, records & recommend as appropriate.

6.2 Review disposal practices, enforcement activities, facility criteria, prevention plans, existing grease problem areas, and recommend changes for conformance w/WDR, incl. source control measures.

6.3 QA / QC review of results

Task 7 - Review Design & Performance Criteria

7.1 Review Std's., Spec's, Criteria for sewer construction and recommend as necessary

7.2 Review Std's. & Procedures for sewer inspection & testing, including laterals and recommend as necessary

7.3 QA / QC review of results

Task 8 - System Evaluation & Capacity Assurance Plan

8.1 Review the 1992 SMP by CH2MHill & subsequent projects completed to correct any noted deficiencies. Compile list of remaining or suspected deficient segments and potential flow monitoring locations

8.2 QA / QC review of work products

Task 9 - Monitoring, Measurement & Modifications Program

9.1 Prepare a guideline for information to be obtained and retained in order to assess the progress and success of the O&M and CIP Programs and policies and practices utilized in the sewer system.

9.2 QA / QC review of results

Task 10 - SSMP Audit Plan

10.1 Prepare an internal audit guide for use in evaluating the city's SSMP in conformance with the SWRCB Order.

10.2 QA / QC review of results

Task 11 - Communication Program

11.1 Identify and evaluate the existing means and tools for communicating issues within the city. Recommend changes or additions in communications, including feedback opportunities for the public and interested parties relative to the SSMP and its pertinent issues.

11.2 QA / QC review of results

**SCHEDULE with Deliverables**

The following project schedule is based upon a projected start work date of August 15, 2008 or earlier. Should the start date be delayed, the following target dates would also be delayed. (A project flow chart is enclosed for reference)

Initial emphasis will be given to the four elements having the reporting and certification deadline of November 2, 2008. These elements are:

- The Overflow Emergency Response Plan, having a draft delivery date of 9/9/08 for city review.
- Legal authorities necessary to implement the SSMP, having a draft delivery date of 9/17/08 for city review.
- Operations and Maintenance Program for the sewer system, having a draft delivery date of 10/14/08 for city review.
- Identify existing Fats, Oils & Grease (FOG) control activities and plans, having a draft delivery date of 10/30/08 for city review.

Upon certification of the four elements described above, Willdan will begin preparing the remaining five elements of the plan that have a deadline of May 2, 2009. These elements are:

- The design and performance provisions for the sewer system, having a draft delivery date of 11/19/08 for city review.
- The system evaluation and capital improvement plan, having a draft delivery date of 11/25/08 for city review.
- The monitoring, measurement, and modification plan, having a draft delivery date of 12/16/08 for city review.
- The SSMP Audit plan, having a draft delivery date of 12/30/08 for city review.
- The communication program, having a draft delivery date of 1/20/09 for city review.

The successful development of each required element will involve the receipt and research of applicable materials and information, text and exhibit drafting, timely reviews with involved parties for correctness of content, redrafting and including details that clarify and complete the elements, re-review of the edited work product, and then final editing and tying together the details and appendices of each element/chapter in an acceptable draft status for full SSMP consideration. Delivery of the draft SSMP is targeted for the week of March 15<sup>th</sup> 2009, and the final report for adoption by April 28, 2009.

## **ITEMS TO BE PROVIDED BY CITY**

All available information, data, reports, mapping, documents and records necessary and applicable to the consultant for completing the SSMP services described herein. This information will be provided at no cost to the consultant, and at minimum, this will also include:

1. Assignment of a City of Torrance project manager as the focal point for the consultant team on the project.
2. Provide the consultant team with reasonable and timely access to City offices and personnel having information and familiarity with the sewer system, its resources and operations, in order to obtain pertinent and related knowledge for the project services.

## **FEE FOR SERVICES**

The anticipated hours of effort, outside or sub-consultant services and the corresponding fees are shown on the enclosed 'fee for services' spreadsheet.

Willdan is committed to working with the City in order to accomplish the desired report product. Should you have questions about the proposed scope of services, the experience of our team or any part of this proposal, please contact Mr. Ray Wellington, P.E. at (714) 978-8231 or Mr. Kenneth C. Taylor, P.E. at (714) 978-8206.

Sincerely,

**WILLDAN ENGINEERING**

David Hunt, P.E.  
President

**20**  
FEE FOR SERVICES

CITY OF TORRANCE								Estimated	Estimated
Prepared July 18, 2008 Revised July 28, 2008								Total	Total
WILLDAN		Group	Project	Senior	Sr.	Sr.	Affiliates or	Estimated	Estimated
2008 - 2009		Manager	Manager	Designer	GIS Analyst	Designer I	Subconsultant	Hours	Fee
		\$180	\$180	\$130	\$130	\$125			
TASK DESCRIPTION		Taylor	Wellington	Krieger McCracken	Miller	Hestor			
<b>Task No. 1 - Project Management, Meetings &amp; Coordination</b>									
1.1 Initial project "kick-off" mtg w/record notes and obtain all relevant records, reports, mapping, GIS, videos, codes, etc. from city									
			4			4		8	\$1,220
1.2 Mtg's with involved entities to gather relevant info (6 expected) & interviews of pertinent City personnel									
			8			16		24	\$3,440
1.3 Examine information received (note discrepancies, summarize, compare, evaluate, discuss w/city staff)									
			4	5	5	20			\$4,595
1.4 Prepare & submit bi-weekly progress reports (work performed, mos. issues, task status, schedule & budget) [15 anticipated]									
			8			30		38	\$5,190
1.5 Informal monthly mtg's w/city staff [8 anticipated]									
			24	6		16			\$7,100
1.6 Teleconferences to review draft task reports (6 copies each) as completed, [9 anticipated]									
									\$4,860
1.7 Presentation of draft SSMP to City Council at public hearing									
			6					6	\$1,080
1.8 QA / QC review of work product									
		6							\$1,080
1.9 Presentation of final SSMP to City Council for adoption									
			5					5	\$900
Task One - Outside Costs									
									\$1,095
Task 1 Subtotal		6	86	11	5	86		81	\$30,560
<b>Task 2 - Goals, Actions &amp; Organization Structure [Completed &amp; certified previously by City]</b>									
Task 2 Subtotal									
<b>Task 3 - Overflow Emergency Response Plan</b>									
3.1 Review and update city's Maintenance Overflow & Spill Prevention Program (MOSPP) to conform w/WDR.									
			3			12		15	\$2,040
3.2 QA / QC Review of findings									
		1						1	\$180
Task Three - Outside Costs									
Task 3 Subtotal		1	3			12		16	\$2,220
<b>Task 4 - Legal Authority</b>									
4.1 Review and recommend necessary changes in city codes, existing agreements & other binding terms for conformance w/WDR									
			4			12		16	\$2,220
4.2 QA / QC review of findings									
		1						1	\$180
Task Four - Outside Costs									
Task 4 Subtotal		1	4			12		17	\$2,400
<b>Task 5 - Operation &amp; Maintenance Program</b>									
5.1 Review city's existing O&M program, activities, equipment, training practices, inventories, GIS mapping, contracting practices, inspection & documentation practices (incl digital CCTV records of rated structural and aintenance deficiencies and inspection schedule)									
			2	32	4	40		78	\$10,100
5.2 Review & recommend as needed the rehabilitation, replacement and capital outlay programs for the sewer system									
			3			8		11	\$1,540
5.3 QA / QC review of findings									
		1						1	\$180
Task Five - Outside Costs									
Task 5 Subtotal		1	5	32	4	48		90	\$11,820
<b>Task 6 - FOG Control Program</b>									
6.1 Review city's draft grease control position paper & its practices, procedures, records & recommend as necessary									
			2			15		17	\$2,235
6.2 Review disposal practices, enforcement activities, facility criteria, prevention plans, existing grease problem areas & recommend changes for conformance w/WDR, incl. source control measures									
			3			16		19	\$2,540
6.3 QA / QC review of results									
		2						2	\$360
Task Six - Outside Costs									
Task 6 Subtotal		2	5			31		38	\$5,135
<b>Task 7 - Review Design &amp; Performance Criteria</b>									
7.1 Review Std's, Spec's, Criteria for sewer construction and recommend as necessary									
			2			8		10	\$1,360
7.2 Review Std's & Procedures for sewer inspection & testing, incl laterals and recommend as necessary									
			2			6		8	\$1,110
7.3 QA / QC review of results									
		1							\$180
Task Seven - Outside Costs									
Task 7 Subtotal		1	4			14		18	\$2,650
<b>Task 8 - System Evaluation &amp; Capacity Assurance Plan</b>									
8.1 Review the 1992 SMP by CH2MHill & subsequent projects completed to correct any noted deficiencies. Compile list of remaining or suspected deficient segments and potential flow monitoring locations									
			2			16		18	\$2,360
8.2 QA / QC review of work products									
		1						1	\$180
Task Eight - Outside Costs									
Task 8 Subtotal		1	2			16		19	\$2,540
<b>Task 9 - Monitoring, Measurement &amp; Modifications Program</b>									
9.1 Prepare a guideline for information to be obtained and retained to assess the progress and success of the O&M and CIP Programs and policies and practices utilized in the sewer system.									
			1			8		9	\$1,180
9.2 QA / QC review of results									
		1						1	\$180
Task Nine - Outside Costs									
Task 9 Subtotal		1	1			8		10	\$1,360
<b>Task 10 - SSMP Audit Plan</b>									
10.1 Prepare an internal audit guide for use in evaluating the city's SSMP in conformance with the SWRCB Order.									
			1			6		7	\$930
10.2 QA / QC review of results									
		1						1	\$180
Task Ten - Outside Costs									
Task 10 Subtotal		1	1			6		8	\$1,110
<b>Task 11 - Communication Program</b>									
11.1 Identify and evaluate the existing means and tools for communicating issues within the city. Recommend changes or additions in communications, including feedback, with the public and interested parties relative to the SSMP and its pertinent issues.									
			1			6		7	\$930
11.2 QA / QC review of results									
		1						1	\$180
Task Eleven - Outside Costs									
Task 11 Subtotal		1	1			6		8	\$1,110
Total of Willdan's Direct Services:		17	113	43	9	245		313	\$62,015