

Council Meeting of  
November 17, 2009

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

**Members of the Council:**

**SUBJECT: Public Works – Approve an Amendment to Agreement C2008-225 with Moffatt & Nichol Engineers for the Restoration and Enhancement of the Madrona Marsh. Expenditure: \$13,125.00**

**RECOMMENDATION**

Recommendation of the Public Works Director that the City Council approve an Amendment to Agreement C2008-25 with Moffatt & Nichol Engineers in the amount of \$13,125.00, for a total not to exceed amount of \$195,276.00, and extend the term for an additional 12-month period through November 25, 2010, to provide additional final design services for Restoration and Enhancement of the Madrona Marsh.

**FUNDING**

Funding is available from I 077 (Madrona Marsh Restoration Project) through a \$780,000 grant awarded by the California State Coastal Conservancy (CSCC) via the Santa Monica Bay Restoration and Enhancement Project. This is a reimbursement grant with funds appropriated from, and reimbursed to, the Water Enterprise Fund.

**BACKGROUND**

The City Council awarded a Consulting Services Agreement to Moffatt & Nichol Engineers, effective November 25, 2008 through November 25, 2009, for an amount not to exceed \$182,151.00 to provide professional final design services for restoration and enhancement of the Madrona Marsh. Final design elements include stormwater collection and treatment in the existing stormwater detention basin at the corner of Maple Avenue and Sepulveda Boulevard, non-native tree and plant removal, planting of native plants and trees, weed control, educational materials, perimeter access walking path improvements, and an interpretive overlook and signage at both the wetlands treatment area and the existing stormwater detention basin. Since award of the Agreement, Moffatt & Nichol has completed preliminary design services and a portion of final design services for restoration and enhancement of the Madrona Marsh.

**ANALYSIS**

The State of California placed the Madrona Marsh project on hold in December 2008, requiring the City to provide the 12 month term extension to Moffatt & Nichol. However, the CSCC recently approved a 12 month term extension to the grant agreement and have indicated that the State is now selling bonds to fund this project.

The increase in funding is requested for the additional design of Best Management Practices (BMPs) for stormwater runoff into the sump. Recent high levels of bacteria in the sump water will require additional treatment (filtering) of the water before it enters the sump, and re-design of the bottom of the sump basin to allow for easier dredging. The professional design services proposed by Moffatt & Nichol under the Amendment will continue to provide the personnel and expertise to allow the City to complete the noted restoration and enhancements elements of the project established under the State grant funding in a timely and organized manner.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director



By John C. Dettle  
Acting City Engineer

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachments:

- A. Amendment to Agreement C2008-225
- B. Original Agreement C2008-225
- C. Cost Estimate for Additional Design Services

## **AMENDMENT TO AGREEMENT C2008-225**

This Amendment to Agreement is made and entered into as of November 17, 2009, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Moffatt & Nichol Engineers, a California Corporation ("CONSULTANT").

### **RECITALS:**

- A. CITY and CONSULTANT entered into an Agreement on November 25, 2008, whereby CONSULTANT agreed to provide final design services for restoration and enhancement of Madrona Marsh.
- B. The original Agreement was for a one-year term, effective November 25, 2008 through November 25, 2009.
- C. The CITY is satisfied with the level of service provided by the CONSULTANT and wishes to increase the amount of the contract and extend the term of the contract for an additional 12 months.

### **AGREEMENT:**

1. Paragraph 2, "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 November 25, 2010."

2. Paragraph 3.A, "COMPENSATION" is amended to read in its entirety as follows:

**"3. COMPENSATION**

A. CONSULTANT'S Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Proposal attached to Amendment as Exhibit A-1, 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 \$195,276 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. Paragraph 1, "SERVICES TO BE PERFORMED BY CONSULTANT," is amended to read in its entirety as follows:

"1. **SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A and supplemented by the Proposal attached to the Amendment as Exhibit A-1. CONSULTANT warrants that all work and services set forth in the Scope of Services and Proposal will be performed in a competent, professional, and satisfactory manner."

4. In all other respects, the Agreement dated November 25, 2008 between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

Moffatt & Nichol Engineers  
a California Corporation

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

By: \_\_\_\_\_  
Michael J. McCarthy, P.E.  
Vice-President

ATTEST

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachments: Exhibit A-1: Proposal

**CONSULTING SERVICES AGREEMENT**

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of November 25, 2008 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Moffatt & Nichol, a California Corporation (“CONSULTANT”).

**RECITALS:**

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to prepare final engineering documents for the restoration and enhancement of Madrona Marsh.
- B. CONSULTANT represents that it is qualified to perform those services.

**AGREEMENT:**

**1. SERVICES TO BE PERFORMED BY CONSULTANT**

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

**2. TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through November 25, 2009.

**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 \$182,151.00 (“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.

C2008-225

**ORIGINAL RECEIVED**

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**

Robert J. Beste, 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:

Michael J. McCarthy, P.E., Vice-President  
Chris Webb, Senior Coastal Scientist

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 party 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, 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: Moffatt & Nichol  
3780 Kilroy Airport Way, Suite 600  
Long Beach, CA 90806

Fax: (562) 424-7489

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;

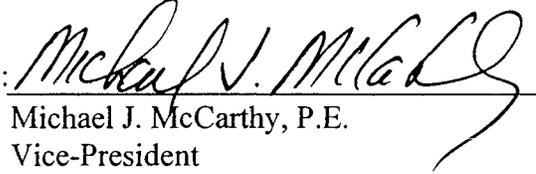
and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

CITY OF TORRANCE  
a Municipal Corporation

Moffatt & Nichol  
a California Corporation



Frank Scotto, Mayor

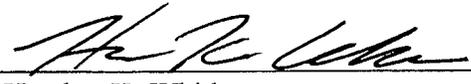
By:   
Michael J. McCarthy, P.E.  
Vice-President

ATTEST:



Sue Herbers  
City Clerk

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

By:   
Heather K. Whitham  
Deputy City Attorney

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      1/30/01

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

Exhibit A  
Scope of Services

**Scope of Work**

The following tasks as identified by the City will be completed:

*Task 1 – Preliminary Design* – Prepare preliminary design including the following subtasks:

- Subtask 1-1 – Final Utility Research/Notifications - Complete utility research and documentation services to accurately record information for the project design.
- Subtask 1-2 – Design Elements – Compile necessary data for design, and prepared concept design of water quality improvements.
- Subtask 1-3 – Prepare Preliminary (35%) Plans – Prepare 35% plans for construction.
- Subtask 1-4 – Preliminary (35%) Plan Submittal (Deliverable) – Submit the 35% deliverable.
- Deliverables:
  - Final documentation of utility research.
  - Additional topographic survey data incorporated into the base map;
  - General itemization of weeding options and strategies for restoration;
  - A simplified database of information collected during field trips, including photo-documentation; and

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- Water Quality Design Memorandum, which will be the basis for the water quality/wetlands treatment plans.
- 35% plans and outline specifications.

*Task 2 – Final Design (90% and 100%)* – Prepare final design documentation at 90% and 100% including the following subtasks:

- Subtask 2-1 – Final plans, specifications, and engineers estimate to be based on City's comments from the 35% submittal;
- Subtask 2-2 – Prepare supplemental provisions;
- Subtask 2-3 – Prepare quantity calculations and cost estimates;
- Subtask 2-4 – Submit 90% and 100% complete plans and specifications;
- Subtask 2-5 – Provide “Bid-Ready” drawings and specifications in both electronic and hard copy format;
- Subtask 2-6 – Assist in obtaining permits; and
- Subtask 2-7 – Conduct and attend meetings/reviews.
- Deliverables:
  - 90% Plans, specifications and estimates;
  - 100% Plans, specifications and estimates; and
  - Bid ready plan sheets and specifications in digital and hardcopy form.

*Task 3 – Bid Phase Services* – Perform services needed during the bid phase of the project including:

- Subtask 3-1 – Provide clarifications to plans to respond to questions from prospective bidders;
- Subtask 3-2 – Prepare addenda to the bid package, if required; and
- Subtask 3-3 – Review bids and provide selection recommendations to City.
  - Deliverable: Responses to bidders questions, and any needed addenda.

*Task 4 – Construction Support* – Provide engineering support during construction including:

- Subtask 4-1 – Participate in one pre-construction conference meeting
- Subtask 4-2a – Prepare responses to limited (10) requests for information
- Subtask 4-2b – Review of a limited number of submittals (5) from the construction manager, when required.
  - Deliverable: Responses to Requests for Information.

*Task 5 – Design Educational Elements* – Prepare conceptual educational elements including:

- Subtask 5-1: Assist the City in preparing their brochure, by providing text and photos for a mock-up of an educational / information brochure in tri-fold style. Goals and style preferences require conferring with the City in advance.
- Subtask 5-2: Teleconferencing as a first meeting to set up the foundations of expected product.

- Deliverable: Educational text and photos to be included in the City's brochure.

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

Exhibit B  
Compensation Schedule

SUMMARY COSTS		LABOR COSTS				OTHER DIRECT COSTS				SUBTASK TOTALS		TASK TOTAL
	MAN	Garage	Flagger	Spad	MBS	Stems	MARKUP					
<b>Task 1 - Final Utility Research/Notifications</b>												
1-1a Preliminary Contact with Utility Companies	\$551										\$551	\$2,758
1-1b Second Contact with Utility Companies	\$551										\$551	
1-1c Third Contact with Utility Companies	\$551										\$551	
1-1d Final Documentation of Utility Research	\$985										\$985	\$46,300
<b>1-2 Final Design Elements</b>												
1-2a Additional Topographic Survey, as needed			\$1,725				\$6,500				\$650	\$7,150
1-2b Habitat Investigation / Restoration Strategies			\$1,725				\$173				\$1,898	\$11,838
1-2c Compilation of Data, Etc.			\$1,725				\$173				\$1,898	\$11,838
1-2d Design Water Quality Improvements		\$23,050					\$2,305				\$25,355	\$62,082
<b>1-3 Prepare Preliminary (35%) Plans</b>												
1-3a Title Sheet	\$5,425										\$5,425	
1-3b Base Map w/Existing Conds & Projected Wetlands Delineation	\$7,745										\$7,745	
1-3c Proposed Planting/Weeding/Temp Irrig. Plans				\$24,585			\$2,459				\$27,044	
1-3d Wetlands Treatment (BMP) Plan		\$16,650					\$1,665				\$18,317	
1-3e Interimative Overlook or Signage	\$394			\$2,513			\$251				\$3,158	
1-3f Proposed Perimeter Access Path Plan	\$394										\$394	
<b>1-4 Preliminary (35%) Plan Submittal</b>												
1-4a Six (6) full-size plan sets	\$1,918										\$1,918	\$12,458
1-4b Draft Specifications	\$8,964										\$8,964	
1-4c One (1) Meeting with City to discuss plan-review comments	\$1,576										\$1,576	
<b>Task 2 - Final Design</b>												
2-1 Finalize Construction Plans and Specs	\$4,514	\$4,726		\$2,780			\$751				\$12,871	\$50,388
2-2 Prepare Supplemental Provisions	\$5,960										\$5,960	
2-3 Prepare Quantity Calculations & Cost Estimates	\$8,404			\$2,515			\$252				\$11,171	
2-4 Submit 90% and 100% Complete Plans and Specs	\$7,884			\$1,860			\$188				\$9,932	
2-5 Provide Bid-Ready Drawings and Specs	\$3,750			\$1,071			\$107				\$4,928	
2-6 Assist in Obtaining Permits	\$2,494										\$2,494	
2-7 Conduct and Attend Meetings/Reviews	\$1,576			\$1,270			\$127				\$2,973	
<b>Task 3 - Bid Phase Services</b>												
3-1 Respond to Requests for Clarification	\$1,612			\$1,775			\$178				\$3,565	\$6,013
3-2 Issue Bid Package Addenda	\$1,182										\$1,182	
3-3 Review Bids and Provide Award Recommendation	\$788			\$435			\$44				\$1,267	
<b>Task 4 - Construction Support Services</b>												
4-1 Attend Pre-Construction Conference	\$1,576			\$893			\$89				\$2,558	\$9,116
4-2 Respond to Requests for Info and Submittal Reviews	\$3,940			\$2,380			\$238				\$6,558	
<b>Task 5 - Design Educational Element</b>												
5-1 Assist in Public Education			\$2,760				\$276				\$3,036	\$3,036
<b>TOTALS</b>												
	\$72,594	\$44,438	\$4,210	\$42,095	\$6,500	\$0	\$9,503				\$182,151	
											<b>GRAND TOTAL</b>	\$182,151

# 3 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.



3780 Kilroy Airport Way, Suite 600  
Long Beach, California 90806

(562) 426-9551  
(562) 424-7489

November 2, 2009

City of Torrance  
20500 Madrona Avenue  
Torrance, CA 90503  
Attn: Jeff Kidd, Associate Civil Engineer

**Subject: Proposal for Additional Professional Services, Madrona Marsh  
Restoration Project – Final Design**

Dear Mr. Kidd:

Moffatt & Nichol (M&N) is pleased to present this proposal to the City for additional consulting services on the Madrona Marsh Restoration Project. We understand that the City needs additional services to address water quality issues in the sump on-site. As part of the City's effort to extend the existing consulting contract for this project, M&N proposes to add work to the contract to solve the water quality problem. Our proposed scope of work, estimated fee, and schedule are presented below.

### **Scope of Work**

**Task 1 – Additional Design of BMPs for Runoff Water into the Sump** - Recent high levels of bacteria in the sump water will require additional treatment (filtering) of the water before it comes into the sump. Additional BMPs for tributary runoff water will be prepared as part of the project's concept design.

**Task 2 – Re-Design the Bottom of the Basin to Facilitate Dredging** – Dredging of the sump is required to remove sediments and maintain water quality. M&N will prepare a modified surface of the sump bed to enable more effective dredging in the future.

### **Proposed Fee**

The additional services can be performed for a fee estimated to be \$13,125.00 to be billed as a lump sum. This would increase the total contract amount from \$182,151 to \$195,276.

Jeff Kidd  
Madrona Marsh Wetland Restoration Plan

Page 2

**Schedule**

The proposed work can be completed within a period of 90 days after Notice-to-Proceed.

Thank you for the opportunity to assist the City, and please call or e-mail me with any questions or comments.

Sincerely,

**MOFFATT & NICHOL**

Chris Webb  
Senior Project Manager

Enclosures