

Council Meeting of
May 4, 2010

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

Members of the Council:

SUBJECT: Public Works - Amendment to Agreement to provide additional geotechnical services for the Del Amo Boulevard Extension, T-30, Phase 1. Expenditure: \$20,000

RECOMMENDATION

Recommendation of the Public Works Director that City Council approve an Amendment to Contract Services Agreement C2010-004 with Ninyo and Moore to increase the Agreement Sum from \$37,800 to \$57,800 (an increase of \$20,000) to provide additional geotechnical services for the Del Amo Boulevard Extension, T-30, Phase 1, Reroute of Two Water and Two Sewer Pipelines.

Funding

Funding is available from Project T-30 grant funds (\$13,900) secured through the Los Angeles County Metropolitan Transportation Authority and from T-30 Bond funds (\$6,100).

BACKGROUND AND ANALYSIS

The Del Amo Boulevard Extension is included in the adopted capital budget as project T-30. The project limits are between Crenshaw Boulevard and Madrona Avenue/Prairie Avenue. The project site is currently a vacant right-of-way, surrounded by industrial and manufacturing uses, including the ExxonMobil Oil Corporation refinery and Dow Chemical. The project will complete the missing segment of Del Amo Boulevard between Crenshaw Boulevard and Maple Avenue and widen the existing segment of Del Amo Boulevard between Maple Avenue and Prairie Avenue. When constructed, Del Amo Boulevard will be a four-lane divided roadway within the project limits and provide an additional east-west route throughout the City. Construction also includes a new bridge over the Burlington Northern Santa Fe ("BNSF") railroad tracks, drainage improvements and relocation of several existing utilities.

Phase 1 of the construction is to reroute two water and two sewer pipelines between Maple Avenue and Crenshaw Boulevard. Improvements include the rerouting of a 24-inch City water pipeline; an 18-inch California Water Service Company water pipeline; a 24-inch LA County Sanitation District sewer pipeline; and a 10-inch and a 12-inch City sewer pipeline.

On January 15, 2010 the City entered into a Contract Services Agreement (C2010-004) with Ninyo & Moore in the amount of \$37,800 to provide geotechnical services, which included soil sampling and soil compaction test for the Del Amo Boulevard Extension/Grade Separation, T-30. Ninyo and Moore successfully completed the tasks included in the Agreement, however additional geotechnical services are required to complete Phase 1 construction. The

compensation schedule was based on an estimate of the number of tests that would be required to complete construction. Multiple factors played a part in necessitating additional soil tests.

The construction contract for Phase 1 stated that all soil was not to be used as backfill onsite. Therefore, soil testing was performed to identify where the soil could be disposed. Our first stockpile soil test results noted that the material was impacted and could not be disposed of at the local dumpsites. Results from a different stockpile of soil noted that the soil was suitable for backfill on industrial sites. Dumpsites consider the entire job site as impacted even if other tests identify soil as not impacted. The additional cost of hauling off all the soil to a facility that would accept impacted soil was estimated to be over \$70,000. Since previous soil analyses had identified the majority of the construction site as suitable for backfill at industrial sites, more testing was needed to confirm the earlier results. The results were confirmed, and City staff decided to utilize as much of the existing soil as possible onsite. It should be noted that the City has saved on the additional hauling costs and has received a credit of over \$11,000 from the construction contractor for the cost savings of utilizing the native soil onsite as backfill.

Another factor contributing to additional tests that was unforeseen was that the existing soil conditions proved to be less cohesive than previously anticipated. This required the contractor to excavate more material because they had to utilize a terraced trench excavation method to prevent soil failures outside of the vertical trench area. In turn, the extra excavated soil needed to be tested for compaction.

Most recently, the construction contractor encountered soil that produced high readings on the Organic Vapor Analyzer (OVA). This event required the City to perform testing on the soil to determine the concentration levels of the contaminant so it could be disposed of properly. The testing for this work was unanticipated and also contributed to the need for additional funds for testing.

While staff has recommended an increase of \$20,000 for the Agreement Sum, it should be noted that additional tests will be performed on an as needed basis and does not intend to utilize the entire amount. As such, any remaining funds left on the contract will be returned to the T-30 project.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

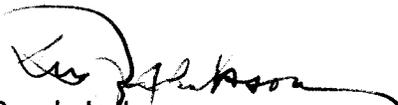


By: Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachments: A: First Amendment
B: Contract Services Agreement (C2010-004)

FIRST AMENDMENT TO AGREEMENT C2010-004

This First Amendment to Agreement C2010-004 is made and entered into as of May 4, 2010, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Ninyo & Moore, a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY and CONTRACTOR entered into an Agreement on January 15, 2010, whereby CONTRACTOR agreed to provide the services listed in the Scope of Services attached as Exhibit A to the original Agreement. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- B. CITY wishes to increase the Agreement Sum by \$20,000 from \$37,800 to \$57,800 to provide additional soil and compaction testing.

AGREEMENT:

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

"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 to the original Agreement, 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 \$57,800 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Agreement dated January 15, 2010 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

Ninyo & Moore,
a California Corporation

By _____
Frank Scotto, Mayor

By _____
Jalal Vakili
Principal Engineer

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of January 15, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Ninyo & Moore, a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide geotechnical services which includes soil sampling and soil compaction testing for Del Amo Boulevard Extension, T-30 Phase 1, Reroute of Two Water and Two Sewer Pipelines.
- 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 February 28, 2011.
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 \$37,800 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

C2010-004

COPY

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:

Jalal Vakili, Principal Engineer
Tino Rodriguez, Inspection Services Manager

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.

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

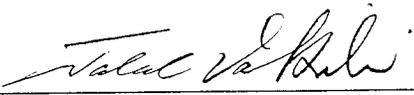
violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

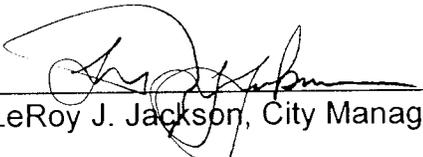
Ninyo & Moore
a California Corporation



Robert J. Beste
Public Works Director

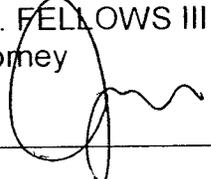
By: 

Jalal Vakili
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-1



December 29, 2009
 Proposal No. P-14375A

Ms. Elizabeth Overstreet
 City of Torrance
 20500 Madrona Avenue
 Torrance, California 90503

Subject: Proposal for Stockpile Sampling and Testing Services
 Del Amo Boulevard Improvements Phase 1 Project
 Torrance, California

Reference: AMEC Earth & Environmental Inc. [AMEC], Soil Management Plan for Del Amo
 Boulevard Extension, Between Crenshaw Boulevard and Prairie Avenue, Tor-
 rance, California 90503, January 28, 2009

Dear Ms. Overstreet:

Ninyo & Moore is pleased to submit this proposal for stockpile soil sampling and testing services during construction of the Del Amo Boulevard Improvements Phase 1 Project in Torrance, California. We understand that the project will involve installation of two water lines and two sewer lines. Our anticipated scope of work will include stockpile sampling and testing of excavated soil as indicated in Section 4.3 of the project Soil Management Plan (SMP; AMEC, 2009).

Soil sampling procedures, as referenced in the SMP, indicate that either in-situ soil or ex-situ stockpiled soil will be sampled in accordance with United States Environmental Protection Agency (EPA) SW-846 and the soil sampling protocol presented in the Sampling and Analyses Plan (SAP) developed by the contractor. The SAP has not yet been developed, therefore, the ex-situ stockpiled sampling referenced in this proposal is based on the soil sampling procedures described in the SMP and SW-846. If the City of Torrance desires to perform in-situ sampling of the pipeline alignment, Ninyo & Moore will provide costs for advancing soil borings for the purpose of collecting and analyzing soil samples.

SCOPE OF SERVICES

Task 1 – Random Sampling Plan – To perform random sampling in accordance with the SMP, it is necessary to develop a Random Sampling Plan (RSP). Per SW-846, the RSP will provide a methodology for dividing the stockpiles into a three dimensional grid system and assigning a three digit coordinate for each grid location. A random number generator will be used to select

random sample locations within the stockpiles based on the assigned three digit coordinate grid numbers.

Task 2 – Field Sampling and Laboratory Testing – Using the RSP, the random sample locations will be generated for a given stockpile. Soil samples will be collected using a hand auger. Soil samples will be labeled, recorded on a chain-of-custody, and stored in a cooler containing ice for delivery to a State certified analytical laboratory. Initial laboratory analysis to be performed on the soil samples includes total petroleum hydrocarbons (TPHs) by EPA Method 8015B modified, Title 22 Metals by EPA Method 6010B/7471A, volatile organic compounds (VOCs) by EPA Method 5035/8260B, and semi volatile organic compounds (SVOCs) by EPA Method 8270C. Ninyo & Moore will review the initial analysis results to evaluate if additional laboratory analysis is needed to characterize the soil for disposal. Analytical testing will be performed on a normal turn-around-time basis (5 to 7 days). No field duplicates or field blanks will be collected.

Task 3 – Letter Report – Following receipt of final laboratory data, Ninyo & Moore will compile results in a letter report and provide soil re-use or disposal options based on the SMP and regulatory requirements.

ESTIMATED FEE

Our services will be performed on a time-and-materials basis in accordance with the rates in the attached Schedule of Fees. Our fee for environmental services will be \$17,000 (seventeen thousand dollars) based on the assumptions listed below. A detailed breakdown of our fee is presented in the attached Table 1.

ASSUMPTIONS

We understand that our field services (Task 2) will be performed on an as-needed basis as scheduled by the City of Torrance or the construction management team PBS&J. It is estimated that each stockpile sampling event will require one hour for generating random sample locations, one hour for travel, and one hour per sample collection. For cost estimating purposes we have assumed five separate stockpile sampling events collecting two samples per event and preparing five separate letter reports. If additional samples are required based on stockpile

Del Amo Boulevard Improvements Phase 1 Project
Torrance, California

December 29, 2009
Project No. P-14375A

size, additional charges will apply. Laboratory analysis rates have been provided in Table 1 for additional analysis that may be required per the SMP. Our rates for field services are based on 2-hour minimums, portal to portal from our closest office.

Ninyo & Moore appreciates the opportunity to provide services on this project.

Respectfully submitted,
NINYO & MOORE



Gene Berkland, P.E.
Senior Engineer



R. Scott Kurtz, R.E.A.
Director, Environmental Sciences

GOB/NA/RSK/sc

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Distribution: (2) Addressee

Del Amo Boulevard Improvements Phase 1 Project
Torrance, California

December 29, 2009
Proposal No. P-14375A

TABLE 1 - BREAKDOWN OF ESTIMATED FEE

TASK 1 - RANDOM SAMPLING PLAN			
Senior Engineer/Geologist/Environmental Scientist	4 hours	@ \$ 133.00 /hour	\$ 532.00
Senior Staff Engineer/Geologist/Environmental Scientist	16 hours	@ \$ 109.00 /hour	\$ 1,744.00
Technical Illustrator/CAD Operator	1 hour	@ \$ 69.00 /hour	\$ 69.00
Data Processing, Technical Editing, or Reproduction	2 hours	@ \$ 44.00 /hour	\$ 88.00
Subtotal			\$ 2,433.00

TASK 2 - FIELD SAMPLING AND LABORATORY TESTING¹			
Senior Engineer/Geologist/Environmental Scientist	5 hours	@ \$ 133.00 /hour	\$ 665.00
Senior Staff Engineer/Geologist/Environmental Scientist	25 hours	@ \$ 109.00 /hour	\$ 2,725.00
Field Vehicle Usage	20 hours	@ \$ 8.00 /hour	\$ 160.00
Miscellaneous Field Equipment	5 days	@ \$ 100.00 /day	\$ 500.00
TPHs - EPA 8015B	10 tests	@ \$ 46.00 /test	\$ 460.00
VOCs - EPA Method 5035/8260B	10 tests	@ \$ 110.00 /test	\$ 1,100.00
SVOCs - EPA 8270C	10 tests	@ \$ 165.00 /test	\$ 1,650.00
Title 22 Metals - EPA 6010B/7470A	10 tests	@ \$ 105.00 /test	\$ 1,050.00
Additional Analysis if Required			
TCLP/STLC (for VOCs or SVOCs)	test	\$ 61.00 /test	\$ -
TCLP/STLC (for Title 22 and 8 RCRA Metals)	test	\$ 61.00 /test	\$ -
Ignitability	test	\$ 40.00 /test	\$ -
Reactivity (Cyanide and Sulfide)	test	\$ 61.00 /test	\$ -
pH	test	\$ 11.00 /test	\$ -
Toxicity (TOX)	test	\$ 220.00 /test	\$ -
Subtotal			\$ 8,310.00

TASK 3 - LETTER REPORT PREPARATION²			
Senior Engineer/Geologist/Environmental Scientist	10 hours	@ \$ 133.00 /hour	\$ 1,330.00
Senior Staff Engineer/Geologist/Environmental Scientist	40 hours	@ \$ 109.00 /hour	\$ 4,360.00
Technical Illustrator/CAD Operator	5 hours	@ \$ 69.00 /hour	\$ 345.00
Data Processing, Technical Editing, or Reproduction	5 hours	@ \$ 44.00 /hour	\$ 220.00
Subtotal			\$ 6,255.00

TOTAL ESTIMATED FEE	\$ 16,998.00
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Notes:

1 - Assumes that five stockpile sampling events will occur with two samples collected per sampling event. If more samples are required based on the size of the stockpile, additional field time may be charged.

2 - A letter report will be provided for each stockpile sampling event (five assumed).

SCHEDULE OF FEES**HOURLY CHARGES FOR PERSONNEL**

Principal Engineer/Geologist/Environmental Scientist.....	\$ 139
Senior Engineer/Geologist/Environmental Scientist.....	\$ 133
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 127
Project Engineer/Geologist/Environmental Scientist.....	\$ 123
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 109
Staff Engineer/Geologist/Environmental Scientist.....	\$ 96
GIS Analyst.....	\$ 96
Field Operations Manager.....	\$ 85
Supervisory Technician*.....	\$ 85
Nondestructive Examination Technician, UT, MT, LP*.....	\$ 85
Pull Test Technician and Equipment*.....	\$ 85
Senior Field/Laboratory Technician*.....	\$ 71
Field/Laboratory Technician*.....	\$ 71
ACI Concrete Technician*.....	\$ 71
Concrete/Asphalt Batch Plant Inspector.....	\$ 71
Special Inspector, Reinforced Concrete*.....	\$ 71
Special Inspector, Pre-stressed Concrete*.....	\$ 71
Special Inspector, Reinforced Masonry*.....	\$ 71
Special Inspector, Structural Steel*.....	\$ 71
Special Inspector, Welding, AWS*.....	\$ 71
Special Inspector, Fireproofing*.....	\$ 71
Technical Illustrator/CAD Operator.....	\$ 69
Geotechnical/Environmental/Laboratory Assistant.....	\$ 53
Information Specialist.....	\$ 52
Data Processing, Technical Editing, or Reproduction.....	\$ 44

OTHER CHARGES

Expert Witness Testimony.....	\$ 400 /hr
Concrete Coring Equipment (includes one technician).....	\$ 160 /hr
Special Preparation of Standard Test Specimens.....	\$ 64 /hr
Inclinometer Usage.....	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Rebar Locator (Pachometer).....	\$ 10 /hr
Nuclear Density Gauge Usage.....	\$ 9 /hr
Field Vehicle Usage.....	\$ 8 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

EXHIBIT A-2



December 22, 2009
 Proposal No. P-14375

Ms. Elizabeth Overstreet
 City of Torrance
 20500 Madrona Avenue
 Torrance, California 90503

Subject: Revised Proposal for Soils and Materials Testing Services
 Del Amo Boulevard Improvements Phase 1 Project
 Torrance, California

Dear Ms. Overstreet:

Ninyo & Moore is pleased to submit this revised proposal for soils and materials testing services during construction of the Del Amo Boulevard Improvements Phase 1 Project in Torrance, California. Based on our discussion with you, we understand that the project will involve installation of two water lines and two sewer lines. Our anticipated scope of work will include sampling and testing of pipe bedding, trench backfill, aggregate base and asphalt concrete pavement. We understand that our services will be performed on an as-needed basis as scheduled by the City or the construction management team. We understand that PBS&J is the construction manager. We have worked with PBS&J in the past and have a good working relationship with them.

Per your request, we have attached our revised 2010 Schedule of Fees for prevailing wage projects and Schedule of Fees for Laboratory Testing. Our rates for field services are based on 2-hour minimums, portal to portal from our closest office.

As discussed, and as an option to the City, we can also provide our field services based on a 4-hour minimum and 8-hour minimum for time beyond 4 hours, with no travel time charges. With this option, the field technician and inspector rates will be reduced by 10 percent.

Under normal circumstances, administrative and project management charges will be at approximately 5 percent of the field services charges.

Ninyo & Moore appreciates the opportunity to provide services on this project.

Respectfully submitted,
NINYO & MOORE

A handwritten signature in black ink that reads "A. 'Tino' Rodriguez".

A. "Tino" Rodriguez
 Inspection Services Manager

AR/CAP/sc

Attachments: Schedule of Fees
 Schedule of Fees for Laboratory Testing

Distribution: (2) Addressee

SCHEDULE OF FEES**HOURLY CHARGES FOR PERSONNEL**

Principal Engineer/Geologist/Environmental Scientist	\$ 139
Senior Engineer/Geologist/Environmental Scientist	\$ 133
Senior Project Engineer/Geologist/Environmental Scientist	\$ 127
Project Engineer/Geologist/Environmental Scientist	\$ 123
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 109
Staff Engineer/Geologist/Environmental Scientist	\$ 96
GIS Analyst	\$ 96
Field Operations Manager	\$ 85
Supervisory Technician*	\$ 85
Nondestructive Examination Technician, UT, MT, LP*	\$ 85
Pull Test Technician and Equipment*	\$ 85
Senior Field/Laboratory Technician*	\$ 71
Field/Laboratory Technician*	\$ 71
ACI Concrete Technician*	\$ 71
Concrete/Asphalt Batch Plant Inspector	\$ 71
Special Inspector, Reinforced Concrete*	\$ 71
Special Inspector, Pre-stressed Concrete*	\$ 71
Special Inspector, Reinforced Masonry*	\$ 71
Special Inspector, Structural Steel*	\$ 71
Special Inspector, Welding, AWS*	\$ 71
Special Inspector, Fireproofing*	\$ 71
Technical Illustrator/CAD Operator	\$ 69
Geotechnical/Environmental/Laboratory Assistant	\$ 53
Information Specialist	\$ 52
Data Processing, Technical Editing, or Reproduction	\$ 44

OTHER CHARGES

Expert Witness Testimony	\$ 400 /hr
Concrete Coring Equipment (includes one technician)	\$ 160 /hr
Special Preparation of Standard Test Specimens	\$ 64 /hr
Inclinometer Usage	\$ 32 /hr
Vapor Emission Kits	\$ 30 /kit
Rebar Locator (Pachometer)	\$ 10 /hr
Nuclear Density Gauge Usage	\$ 0 /hr
Field Vehicle Usage	\$ 8 /hr
Direct Project Expenses	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

SCHEDULE OF FEES FOR LABORATORY TESTING
Laboratory Test, Test Designation, and Price Per Test

Soils		Concrete	
Atterberg Limits, D 4318, CT 204	\$ 145	Cement Analysis Chemical and Physical, C 109	\$ 1,650
California Bearing Ratio (CBR), D 1883	\$ 440	Compression Tests, 6x12 Cylinder, C 39	\$ 22
Chloride and Sulfate Content, CT 417 & CT 422	\$ 135	Concrete Mix Design Review, Job Spec	\$ 140
Consolidation, D 2435, CT 219	\$ 275	Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 750
Consolidation – Time Rate, D 2435, CT 219	\$ 70	Concrete Cores, Compression (excludes sampling), C 42	\$ 55
Direct Shear – Remolded, D 3080	\$ 290	Drying Shrinkage, C 157	\$ 250
Direct Shear – Undisturbed, D 3080	\$ 250	Flexural Test, C 78	\$ 50
Durability Index, CT 229	\$ 150	Flexural Test, C 293	\$ 55
Expansion Index, D 4829, UBC 18-2	\$ 165	Flexural Test, CT 523	\$ 60
Expansion Potential (Method A), D 4546	\$ 145	Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 250
Expansive Pressure (Method C), D 4546	\$ 145	Jobsite Testing Laboratory	Quote
Geofabric Tensile and Elongation Test, D 4632	\$ 165	Lightweight Concrete Fill, Compression, C 495	\$ 40
Hydraulic Conductivity, D 5084	\$ 300	Petrographic Analysis, C 856	\$ 1,100
Hydrometer Analysis, D 422, CT 203	\$ 190	Splitting Tensile Strength, C 496	\$ 80
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 110	Reinforcing and Structural Steel	
Moisture Only, D 2216, CT 226	\$ 30	Fireproofing Density Test, UBC 7-6	\$ 55
Moisture and Density, D 2937	\$ 39	Hardness Test, Rockwell, A-370	\$ 50
Permeability, CH, D 2434, CT 220	\$ 230	High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 120
pH and Resistivity, CT 643	\$ 140	Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 95
Proctor Density D 1557, D 698, CT 216, &	\$ 130	Pre-Stress Strand (7 wire), A 416	\$ 140
AASHTO T-180 (Rock corrections add \$80)		Chemical Analysis, A-36, A-615	\$ 120
R-value, D 2844, CT 301	\$ 250	Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 50
Sand Equivalent, D 2419, CT 217	\$ 60	Structural Steel Tensile Test: Up to 200,000 lbs.	
Sieve Analysis, D 422, CT 202	\$ 80	(machining extra), A 370	\$ 70
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 90	Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 55
Specific Gravity, D 854	\$ 90	Asphalt Concrete	
Triaxial Shear, C.D, D 4767, T 297	\$ 390	Asphalt Mix Design, Caltrans	\$ 2,200
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt.	\$ 330	Asphalt Mix Design Review, Job Spec	\$ 150
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt.	\$ 190	Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$ 215
Triaxial Shear, U.U., D 2850	\$ 140	Film Stripping, CT 302	\$ 100
Unconfined Compression, D 2166, T 208	\$ 100	Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$ 195
Wax Density, D 1188	\$ 90	Marshall Stability, Flow and Unit Weight, T-245	\$ 215
Roofing		Maximum Theoretical Unit Weight, D 2041	\$ 120
Built-up Roofing, cut-out samples, D 2829	\$ 165	Swell, CT 305	\$ 165
Roofing Materials Analysis, D 2829	\$ 500	Unit Weight sample or core, D 2726, CT 308	\$ 90
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 190	Aggregates	
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 190	Absorption, Coarse, C 127	\$ 35
Masonry		Absorption, Fine, C 128	\$ 35
Brick Absorption, 24-hour submersion, C 67	\$ 45	Clay Lumps and Friable Particles, C 142	\$ 100
Brick Absorption, 5-hour boiling, C 67	\$ 55	Cleaness Value, CT 227	\$ 120
Brick Absorption, 7-day, C 67	\$ 60	Crushed Particles, CT 205	\$ 140
Brick Compression Test, C 67	\$ 45	Durability, Coarse, CT 229	\$ 130
Brick Efflorescence, C 67	\$ 45	Durability, Fine, CT 229	\$ 130
Brick Modulus of Rupture, C 67	\$ 40	Los Angeles Abrasion, C 131 or C 535	\$ 180
Brick Moisture as received, C 67	\$ 35	Mortar making properties of fine aggregate, C 87	\$ 275
Brick Saturation Coefficient, C 67	\$ 50	Organic Impurities, C 40	\$ 55
Concrete Block Compression Test, 8x8x16, C 140	\$ 60	Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 390
Concrete Block Conformance Package, C 90	\$ 440	Sand Equivalent, CT 217	\$ 90
Concrete Block Linear Shrinkage, C 426	\$ 120	Sieve Analysis, Coarse Aggregate, C 136	\$ 105
Concrete Block Unit Weight and Absorption, C 140	\$ 55	Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 105
Cores, Compression or Shear Bond, CA Code	\$ 55	Sodium Sulfate Soundness (per size fraction), C 88	\$ 160
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 30	Specific Gravity, Coarse, C 127	\$ 75
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	\$ 30	Specific Gravity, Fine, C 128	\$ 85
Masonry Prsm, half size, compression, UBC 21-17	\$ 110		

Special preparation of standard test specimens will be charged at the technician's hourly rate.

Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

EXHIBIT B
COMPENSATION SCHEDULE

[To be attached]

**DEL AMO BOULEVARD EXTENSION, T-30
PHASE 1, REROUTE OF TWO WATER AND TWO SEWER PIPELINES,
GEOTECHNICAL SERVICES
COMPENSATION SCHEDULE for Ninyo and Moore**

	Hours/Tests/		
	Days	Per Hour	Total
TASK 1 SERVICE			
Pre Construction Conference	2	\$ 78.50	\$ 157.00
Senior Engineer Geologist Environmental Scientist	4	\$ 133.00	\$ 532.00
Senior Staff Engineer/Geologist/Environmental Scientist	16	\$ 109.00	\$ 1,744.00
Technical Illustrator CAD Operator	1	\$ 69.00	\$ 69.00
Data Processing, Technical Editing or Reproduction	2	\$ 44.00	\$ 88.00
TASK 2 - FIELD SAMPLING AND LABORATORY TESTING			
Senior Engineer Geologist Environmental Scientist	5	\$ 133.00	\$ 665.00
Senior Staff Engineer Geologist Environmental Scientist	25	\$ 109.00	\$ 2,725.00
Field Vehicle Usage	20	\$ 8.00	\$ 160.00
Miscellaneous Field Equipment	5	\$ 100.00	\$ 500.00
TPHs - EPA 8015B	10	\$ 46.00	\$ 460.00
VOCs - EPA Method 5035/82608	10	\$ 110.00	\$ 1,100.00
SVOCs-EPA 8270C	10	\$ 165.00	\$ 1,650.00
Title 22 Metals - EPA 60108/7470A	10	\$ 105.00	\$ 1,050.00
Additional Analysis if Required			
TCLP,STLC (for VOCs or SVOCs)	0	\$ 61.00	\$ -
TCLP,TSTLC (for Title 22 and I RCRA Metals)	0	\$ 61.00	\$ -
Ignitability	0	\$ 40.00	\$ -
Reactivity (Cyanide and Sulfide)	0	\$ 61.00	\$ -
pH	0	\$ 11.00	\$ -
Toxicity {TOX}	0	\$ 220.00	\$ -
TASK 3 - LETTER REPORT PREPARATION			
Senior Engineer/Geologist/Environmental Scientist	10	\$ 133.00	\$ 1,330.00
Senior Staff Engineer/Geologist/ Environmental Scientist	40	\$ 109.00	\$ 4,360.00
Technical Illustrator/CAD Operator	5	\$ 69.00	\$ 345.00
Data Processing, Technical Editing, or Reproduction	5	\$ 44.00	\$ 220.00
SUBTOTAL FOR SOIL TESTING			\$ 17,155.00
TASK 4 - COMPACTION TESTING			
Project Engineer	15	\$ 123.00	\$ 1,845.00
Field Tech/Inspector	200	\$ 71.00	\$ 14,200.00
Vehicle Usage	25	\$ 64.00	\$ 1,600.00
Sand Equivalent	3	\$ 60.00	\$ 180.00
Sieve Analysis	3	\$ 80.00	\$ 240.00
Max Density- Soil	6	\$ 130.00	\$ 780.00
SUBTOTAL FOR COMPACTION TESTING			\$ 18,845.00
5% CONTINGENCY			\$ 1,800.00
GRAND TOTAL			\$ 37,800.00

Note: This compensation schedule was prepared by City staff using the actual hourly rates provided by Ninyo and Moore. The intent was to determine the not-to-exceed cost for the contract. It is considered a part of the "Proposal" for reference.