Council Meeting of
March 1, 2011

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

Members of the Council:

SUBJECT: Public Works - Approve Second Amendment to extend the term and amount of the Agreement for Water System Hydraulic Model Analysis. Expenditure: $8,157

RECOMMENDATION

Recommendation of the Public Works Director that City Council approve a Second Amendment to Consulting Services Agreement C2008-052, with Tetra Tech Inc., to extend the term an additional 12 months for as-needed Water System Hydraulic Model Analysis and increase the original fee schedule by $8,157 for a total not to exceed amount of $48,132.18.

Funding

Water Master Plan Update Project, CIP No. I-52

BACKGROUND/ANALYSIS

The City of Torrance uses H_2O Net computer hydraulic software to model the City's water system. The hydraulic model is used to analyze various scenarios for new water main replacement sizes, water demands and water pressures for new developments, pump capacities and water quality. On March 18, 2008 the City Council awarded Agreement C2008-052 to Tetra Tech Inc. to model new water main installations by the City and developers and perform as-needed water system hydraulic analysis for a sum of $39,975.18.

On April 13, 2010 City Council approved a First Amendment for this Agreement with Tetra Tech Inc. to extend the term through March 18, 2011. There is a balance of $13,522.18 remaining in the Agreement after the modeling for the North Torrance Well Field Project. The Water Master Plan Update Project has a balance of $8,157. The Public Works Department proposes to extend the Agreement with Tetra Tech, Inc., for an additional 12 months and to use the remaining project budget of $8,157 to the Agreement, to continue to provide water system hydraulic analysis on an as-needed basis.

8F

Public Works staff has been satisfied with Tetra Tech Inc.'s performance on this contract and their fee schedule is reasonable and will not change with this Amendment. The cost for each task will be negotiated with Tetra Tech Inc. before proceeding with any requested analysis.

Respectfully submitted,

Robert J. Beste
Public works Director

By John C. Dettle
Engineering Manager

CONCUR:

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachment: A. Amendment No. 2 to C2008-052
B. Consulting Services Agreement, C2008-052
C. Amendment No. 1 to C2008-052

ATTACHMENT A

SECOND AMENDMENT TO AGREEMENT (C2008-052)

This second Amendment to Agreement C2008-052 is made and entered into as of March 1, 2011, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Tetra Tech Inc., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into an Agreement as of March 18, 2008, whereby CONSULTANT agreed to provide as-needed Hydraulic Model Analysis, CIP I-52.

B. CITY and CONSULTANT executed a First Amendment on April 13, 2010.

C. CITY wishes to extend the Agreement term from the Effective Date through March 18, 2012 and add an additional $8,157 to the contract for a total contract price of $48,132.81 and to allow adequate time to complete additional modeling of the water system.

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 March 18, 2012."

2. Paragraph 3A., entitled "CONSULTANT's Fee" 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 Compensation Schedule attached to the original agreement 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 $48,132.81 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Agreement entered into as of March 18, 2008, and the amendment dated April 13, 2010 between the CITY and CONSULTANT are ratified and reaffirmed and are in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

By: _____
Frank Scotto, Mayor

TETRA TECH INC.,
a California Corporation

By: _____
Tom Epperson, P.E.

ATTEST:

By: _____
Sue Herbers, City Clerk

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

By: _____

ATTACHMENT B

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of March 18, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Tetra Tech, Inc., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to do an annual as-needed contract for hydraulic modeling analysis.

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 March 18, 2010. CONSULTANT grants CITY the irrevocable option of extending the term of the AGREEMENT for two additional terms of 1 year each. CITY may exercise these options by sending a written notice to CONSULTANT signed by the City Manager at least 15 days prior to the expiration date of AGREEMENT. During the extended term(s) of the AGREEMENT, CONSULTANT will be paid in accordance with the Compensation Schedule (Exhibit B) provided however, that the total amount of money paid under the AGREEMENT and any extensions does not exceed the AGREEMENT sum.

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 $39,975.81 ("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.

C2008-0052

ORIGINAL COPY

Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the CITY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**
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:

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

13. **CARE OF WORK**

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

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

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

15. **INDEMNIFICATION**

CONSULTANT will indemnify, pay for cost of defense, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subconsultants or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply, but only to the extent covered by CONSULTANT's negligence, even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole 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:	Tom Epperson, Division Vice President Tetra Tech, Inc. 16241 Laguna Canyon Road Irvine, CA 92618 Fax: (949) 727-7097
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

Frank Scotto, Mayor

ATTEST:

Sue Herbers
City Clerk

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

By:

Tetra Tech, Inc.
a California Corporation

By:
Tom Epperson, P.E.
Divisional Vice President

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Compensation Schedule

Revised: 1/30/01

EXHIBIT "A"

Scope of Services

The Consultant shall perform as-needed hydraulic modeling services for the analyses of future Capital Improvement Projects, developer projects, distribution system improvements, including GIS integration of completed projects coordinated with the City's GIS division. The Consultant shall negotiate a fee with the City for each work element requested prior to starting the requested task.

TETRA TECH

EXHIBIT "B"
2008

HOURLY CHARGE RATE AND EXPENSE REIMBURSEMENT SCHEDULE

Professional

Engineering Intern/Technician/Assistant	$ 62.00
Project Administrator	$ 85.00
Designer/CAD Operator/Engineer I	$ 115.00
Engineer II and III/Senior Designer	$ 122.00
Biologist	$ 122.00
Planner	$ 122.00
Senior Engineer/Landscape Architect	$ 138.00
Project Engineer/Project Coordinator	$ 155.00
Senior Planner	$ 165.00
Senior Scientist	$ 165.00
Project Manager/Sr. Project Coordinator	$ 190.00
Senior Project Manager.	$ 250.00
Program Director/Project Director	$ 265.00

Administrative

Administrative Clerk	$ 55.00
Word Processor/Admin. Support	$ 85.00
Graphic Designer	$ 112.00

Survey/Mapping

Survey Technician I	$ 106.00
Survey Technician II/Field Supervisor	$ 122.00
Senior Surveyor.	$ 139.00
Project Surveyor.	$ 161.00
Two-Person Survey Party	$ 228.00
Two-Person Survey Party with GPS	$ 272.00
Three-Person Survey Party	$ 317.00
Survey Travel Time (Two-person)	$ 106.00
Survey Travel Time (Three-person)	$ 151.00

Construction Management

Construction Observer I	$ 94.00
Construction Observer II	$ 103.00
Senior Construction Observer	$ 125.00
Resident Engineer	$ 155.00
Construction Manager	$ 175.00

Reimbursable In-House Costs

Photo Copies (B&W 8.5"x11")	$ 0.15/Each
Photo Copies (B&W 11"x17")	$ 0.40/Each
Color Copies (up to 8.5"x11")	$ 2.00/Each
Color Copies (to 11"x17")	$ 3.00/Each
Computer Usage	$ 2.05/Hour
Compact Discs	$10.00/Each
Large Format Copies	$ 0.40/S.F.
Mileage	$0.48/Mile *

*current IRS POV Mileage Rate subject to change

Company Vehicles	$8.00/Hour

All other direct costs, such as reproduction, special photography, postage, delivery services, overnight mail, out-of-area telephone calls, printing and any other services performed by subcontractor, will be billed at cost plus 15%.

NOTE: All costs and rates are effective until October 1, 2008. On this date, costs and rates will increase by 4% and will again increase by 4% for each fiscal year ending on October 1st through the length of the contract.

ATTACHMENT C

FIRST AMENDMENT TO AGREEMENT (C2008-052)

This First Amendment to Agreement C2008-052 is made and entered into as of April 13, 2010, by and between the CITY OF TORRANCE ("CITY"), a Municipal Corporation, and Tetra Tech Inc., a California Corporation ("CONSULTANT").

RECITALS:

A. CITY and CONSULTANT entered into an Agreement as of March 18, 2008, whereby CONSULTANT agreed to provide as-needed Hydraulic Model Analysis, CIP I-52.

B. CITY wishes to extend the Agreement term from the Effective Date through March 18, 2011, 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 March 18, 2011."

2. In all other respects, the Agreement entered into as of March 18, 2008, between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

C2008-052

COPY RECEIVED

MAY 12 2010

Public Wo... ...ment

CITY OF TORRANCE,
A Municipal Corporation

By: _____
Frank Scotto, Mayor

TETRA TECH INC.,
a California Corporation

By: _____
Tom Epperson, P.E.
Divisional Vice President

ATTEST:

By: _____
Sue Herbers, City Clerk

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

By: _____