

Council Meeting of  
March 1, 2011

Honorable Mayor and Members  
of the City Council  
Torrance, California

Members of the Council:

**SUBJECT: Approve and adopt a RESOLUTION to accept the Santa Monica Bay Restoration Commission Proposition 84 grant, appropriate and transfer funds, and award Consulting Services Agreement for final design for the Stormwater Basin Enhancement Program. Expenditure: \$512,430.24**

### **RECOMMENDATION**

Recommendation of the Public Works Director that City Council:

1. Approve and adopt a **RESOLUTION** authorizing the City to enter into and the Public Works Director to sign an Agreement to accept the Santa Monica Bay Restoration Commission, Proposition 84, Clean Beaches Grant; and
2. Appropriate \$287,587.24 from the Storm Drain Impact Fee Fund to the Stormwater Basin Enhancement Program, CIP No. I-102; and
3. Appropriate \$224,843.00 from the Sewer Enterprise Fund balance to Stormwater Basin Enhancement Program, CIP No. I-102; and
4. Award a Consulting Services Agreement in the amount of \$462,430 for a term through August 1, 2012 to California Watershed Engineering for final design and permitting services for the Stormwater Basin Enhancement Program, CIP No. I-102.

### **Funding**

Funding for these appropriations are available from the Storm Drain Impact Fee Program and the Sewer Enterprise Fund balance.

### **BACKGROUND**

The Environmental Protection Agency (EPA) is required to establish limits for pollutants to navigable waters referred to as Total Maximum Daily Loads (TMDLs). The Los Angeles Regional Water Quality Control Board (Board) is the regulatory agency assigned by the EPA to set the TMDLs for Los Angeles County. The Board adopted a TMDL for coliform bacteria for the Santa Monica Bay.

To address the Santa Monica Bay Beaches Bacteria TMDL, the City Council approved a multi-agency Memorandum of Agreement (MOA) on August 3, 2004 with the Cities of Manhattan Beach, El Segundo, Hermosa Beach, Redondo Beach, the County of Los Angeles and Caltrans to prepare an Implementation Plan. The Implementation Plan was submitted to the Board on July 15, 2005 and identified three approaches to address this TMDL. The approaches or Best Management Practices (BMPs) are to work with the cities in the MOA on Public Outreach Solutions and Source Control Identification and install treatment systems to clean and/or infiltrate stormwater from the Cities. Capital Improvement Project No. I-102 was approved to fund these elements of the Implementation Plan for the City of Torrance.

The stormwater from the city of Torrance that requires treatment comes from the portion of Torrance that is north of Torrance Boulevard and west of Prairie Avenue and is tributary to the County's Herondo Drain. Most of this watershed area is tributary to the Amie, Henrietta and Entradero stormwater detention basins. Staff identified the following opportunities for these basins:

- Amie Basin could provide passive wetland treatment and additional infiltration.
- Henrietta Basin could provide passive wetland treatment, additional infiltration and habitat restoration, and
- Entradero Basin could provide passive wetland treatment, additional infiltration, habitat restoration and improved public access without affecting the existing park and baseball activities.

On April 24, 2007 the City Council approved a Consulting Services Agreement with Carollo Engineers for Pre-Design of stormwater treatment BMPs for Amie, Henrietta and Entradero Basins. The Pre-Design report is complete and the cost estimates for all three basins is \$4,400,000.

## **ANALYSIS**

Staff has used the Pre-Design report to apply for a number of State grants and on April 17, 2008 the Santa Monica Bay Restoration Commission (SMBRC) selected the Stormwater Basin Enhancement Program for a \$3,300,000 Proposition 84 grant. To process the agreement to accept the Proposition 84 grant funds the City is required to approve and adopt a Resolution authorizing the City to enter into and the Public Works Director to sign an agreement with the State to accept the grant funds.

On February 1, 2011 the City Council adopted a Resolution required to apply for the Federal WaterSMART: Water and Energy Efficiency Grant program which has been completed and submitted in the amount of \$587,570, which is the estimated amount to complete the project, inclusive of final design cost, when combined with the proposed use of internal City funds as discussed below:

### **Storm Drain Impact Fees**

In August 2005, the City Council approved the Developer Impact Fee Program. This program charges a fee to the applicant of an approved development project to pay a portion of the cost of public facilities related to the project. Storm drain facilities are those identified by the City that needs to be improved to meet increased demand for services resulting from new development. To date, the City has collected \$287,587.24 of Storm Drain Impact Fees. These funds must be spent on a qualifying City project(s) within 5 years of being collected, otherwise the funds must be returned to the applicant. Of the \$287,587.24 collected to date, \$55,504.18 must be expended by June 30, 2011. The improvements for the Henrietta Detention Basin qualify for the use of the Storm Drain Impact Fees. If the \$287,587.24 appropriation is approved, staff will be able to spend all of the Storm Drain Impact Fees in a timely manner.

### **Sewer Enterprise Fund Balance**

Last December there was a 600-gallon sewer spill that entered the storm drain system tributary to the Amie Detention Basin. The sewage was contained inside the basin and the Sanitation Division pumped out the sewage plus 400,000 gallons of urban run-off to ensure that no sewage made it to Santa Monica Bay. Once the wetland treatment systems are in place in the detention basins, the City will be able to treat the water inside the basin through the wetland treatment system until the water quality is improved and safe for discharge without costly

pumping. For the Amie, Henrietta and Entradero detention basins, the proposed water treatment systems will become an integral part of the City's Sewer System Overflow Management Plan, therefore staff is requesting a budget transfer of \$224,843 from the Sewer Enterprise Fund balance to be combined with the \$287,587.24 of Storm Drain Impact Fees for the total expenditure of \$512,430.24 for the final design phase contract.

Funding Proposed for Project:	
Proposition 84 Grant	\$3,300,000
Federal WaterSMART Grant Application	587,570
Storm Drain Impact Fees	287,587
Sewer Enterprise Fund Balance	224,843
Total	\$4,400,000

The City sent a Request for Proposal to five firms for the final design of the Stormwater Basin Enhancement Program and the following 3 firms replied:

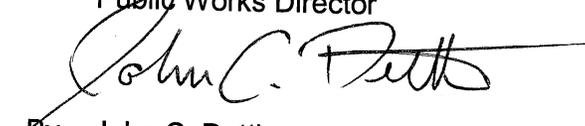
California Watershed Engineering (CWE)	\$418,378
RBF Consulting	\$422,710
Carollo Engineers	\$489,593

CWE has the most experience in designing stormwater wetland treatment systems in Los Angeles County and the most reasonable fee structure. CWE's proposal included additional tasks such as the preparation of wetlands sustainability analysis, preparing Storm Water Pollution Prevention Plans and regulatory permitting through Fish and Game with a biological survey. Staff has met with CWE and negotiated a fee for the Scope of Work additions for a final not to exceed amount of \$462,430. A total expenditure of \$512,430 is required to cover design costs and \$50,000 for project management costs.

Original Project Budget for pre-design (General Fund)	\$325,000.00
Additional Appropriation for final design	\$512,430.24
Total Project Design Budget to date	\$837,430.24

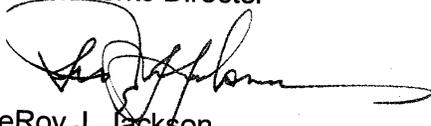
Respectfully submitted,

ROBERT J. BESTE  
Public Works Director

By   
John C. Dettle  
Engineering Manager

CONCUR:

  
Robert J. Beste  
Public Works Director

  
LeRoy J. Jackson  
City Manager

Attachments: A. Resolution  
B. Consulting Services Agreement for CWE



RESOLUTION NO. 2011-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE  
AUTHORIZING THE CITY TO ENTER INTO A PROPOSITION 84 AGREEMENT WITH THE  
STATE OF CALIFORNIA FOR GRANT FUNDS IN CONNECTION WITH THE STORMWATER  
BASIN ENHANCEMENT PROGRAM AND DESIGNATING THE PUBLIC WORKS DIRECTOR  
TO SIGN THE AGREEMENT AND ANY NECESSARY AMENDMENTS OR ASSOCIATED  
DOCUMENTS.**

**WHEREAS**, the City Council of the City of Torrance has previously authorized appropriate City staff to apply for grant funds in connection with the United States government's WaterSMART program; and

**WHEREAS**, the Santa Monica Bay Restoration Commission has selected the City of Torrance's Stormwater Basin Enhancement Program to receive Proposition 84 grant funds through the Clean Beaches Grant Program for protection of beaches and coastal waters in the Santa Monica Bay Watershed; and

**WHEREAS**, the City Council authorizes the City of Torrance to enter into an Agreement with the State of California; and

**NOW, THEREFORE, BE IT RESOLVED** THAT THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, DOES HEREBY Appoint the Public Works Director, or his designee, to act as agent with legal authority to enter into the grant agreement, conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and any other grant required correspondence which may be necessary for the completion of the grant program.

Introduced, approved and adopted this            day of            2011.

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

APPROVED AS TO FORM:  
JOHN FELLOWS III, City Attorney

ATTEST:

by \_\_\_\_\_  
Patrick Q. Sullivan, Assistant City Attorney

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



## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of March 1, 2011 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and California Watershed Engineering, a California Corporation (“CONSULTANT”).

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide Final Design Services for the Stormwater Basin Enhancement Program, CIP No. I-102.
- 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 August 1, 2012.

#### 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 \$462,430 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

#### 4. TERMINATION OF AGREEMENT

- A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONSULTANT will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **CITY REPRESENTATIVE**

Robert 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:

Vik Bapna, Principle  
Jason Pereira, Principle

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, 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 CONSULTANT, its officers, employees, agents, subcontractors or vendors. CONSULTANT shall not indemnify, defend and hold harmless CITY, its officers, agents and employees, in the event of negligence or willful misconduct on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONSULTANT 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 CONSULTANT, in the event of any default or breach by the CITY or for any amount that may become due to CONSULTANT.

17. **INSURANCE**

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

18. **SUFFICIENCY OF INSURERS AND SURETIES**

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of

any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONSULTANT: California Watershed Engineering  
Corporation  
2100 E. Howell Avenue, Suite 209  
Anaheim, CA 92806-6003

Fax: (714) 385-2605

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

California Watershed Engineering  
Corporation.  
a California Corporation

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

ATTEST:

By: \_\_\_\_\_  
Vik Bapna  
Principle

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

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

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

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      10/29/2008

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



**City of Torrance**  
**Proposal to Provide Final Design Services for the**  
**Stormwater Basin Enhancement Project**

## Scope of Work

*Specific design features shall include those tabled below under Scope of Work along with any others necessary to comply with permit requirements. The following tasks generally define the work to be accomplished:*

### *Amie Basin*

- *Design of an approximately two acre constructed wetland for stormwater retention, treatment, and infiltration. The design shall include forebay, low marsh, high marsh, and micro pool areas.*
- *Clearing and removal of non-native plants and replanting with native and wetland-suitable plants and trees*
- *Use of an approximately 1,000 square foot infiltration basin, prior to existing pump station. Infiltration wells may be utilized as an alternative and if permitted.*
- *Construction of a new entrance and maintenance access road (15 feet wide) using recycled material supplied by the City*
- *Installation of a new sump pump and irrigation lines to circulate water for irrigation, oxidation of water, ultraviolet (UV) exposure of water and utilization of sump water for habitat and wetland growth*
- *Installation of trash interceptor BMPs at each stormwater inlet accessible by maintenance access road*
- *The clearing, crack repair and shotcrete of the existing concrete and retaining walls.*
- *The sizing and placement of a new three-stage pump station, with building footprint and access routes. These improvements are not part of this project, but will be designed and implemented as part of a future City project. The relocation of the existing pumps and additional force main piping shall be provided, and recommendations made for piping that should be included as part of construction.*

### *Henrietta Basin*

- *Implementation of a 3 acre constructed wetland for stormwater, which includes forebays, low marsh, high marsh, and micropool areas.*
- *Clearing and removal of non-native plants and replanting with native and wetland-suitable plants and trees*
- *The use of approximately 1,240 square-foot infiltration basin that is located at the end of the wetlands treatment and prior to the intake to the County's Herondo Drain. Infiltration wells may be utilized as an alternative if permitted.*
- *Modifications to the existing Herondo Drain inlet to maximize detention and groundwater recharge while providing additional inlet capacity for larger rain events.*
- *Construction of a new entrance and maintenance area off Wayne Avenue, and new and reconstructed maintenance access roads using recycled materials from the City.*



**City of Torrance**  
**Proposal to Provide Final Design Services for the**  
**Stormwater Basin Enhancement Project**

- *Installation of new sump pump and irrigation lines to circulate water, oxidation of water, UV exposure of water and for utilization for habitat and wetlands growth.*
- *Installation of trash interceptors at each major stormwater inlet.*
- *Construction of three viewing areas along Henrietta Street: two to be incorporated into the existing access road entrances, and a third to be constructed at the projection of Spencer Avenue.*

*Entradero Basin*

- *The use of approximately 15,000 square-foot infiltration basin that is located at the Herondo Drain pump station inlet. Infiltration wells may be utilized as an alternative if permitted.*
- *Modifications to the existing Herondo Drain inlet to maximize detention and groundwater recharge while providing additional inlet capacity for larger rain events.*
- *Re-construction of existing walking paths for use as walking paths and maintenance access roads using crushed aggregate materials.*
- *Construction of a new walking bridge to traverse the western storm drain inlet.*
- *Installation of a vehicle access bridge over the Entradero Channel/inlet on east side of basin.*
- *Installation of a sediment/trash basin formed by a rock walled berm to capture trash and sediment from the Entradero Channel. The berm will effectively be for an inlet forebay for the Entradero Channel, and provide initial infiltration of water as it flows into the basin.*
- *Removal of debris along embankments of the Entradero Channel/inlet inside the basin and replacement with rip rap matching the rock walled berm.*
- *Installation of trash interceptors at the remaining storm drain inlets.*
- *Installation of a recycled water irrigation system for baseball fields, habitat areas and Entradero Park. The West Basin Municipal Water District has completed the recycled water line to the south basin entrance and will process recycled water irrigation plans for approval by the Department of Health Services.*
- *Design to raise the main, northern most, baseball field using excess dirt from project and including new irrigation system.*
- *Installation viewing platform along the south hillside that is accessible from the pedestrian pathway and lower than house pads along south of property.*
- *Installation of a new catch basin with bacteria filters inside dog training area and connection to existing storm drain to capture and treat runoff from this area.*
- *Installation of bag dispensers and trash cans for public use at all pedestrian entrances to Entradero Park and basin.*
- *Replacement of fence separating the Entradero Park from the basin and baseball fields*



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- *Replacement of light fixtures on existing light poles in Entradero Park with LED lights designed to prevent light pollution and comply with International Dark Sky Association's requirements. Rehabilitation of existing light poles, i.e. sand blast and paint poles in place.*
- *Replacement of some chain link fences along the perimeter of the basin as directed by Engineer.*

## Scope of Work

The task items are noted below for the proposed project. The approach to these task items were noted in California Watershed Engineering's (CWE) proposal dated December 2, 2010.

### 1. Task 1 – Preliminary Work

- a. *List, collect, review and disseminate available information*
- b. *Surveying – Provide a topographic survey of each basin at a level of detail and contour interval appropriate for design drawings at no more than 30-scale. 40-scale drawing will not be acceptable. Horizontal and vertical control shall be on current NAS coordinates and datum. Provide a boundary plan from existing records showing all corners and easements. A physical boundary survey is not part of this scope.*
- c. *Geotechnical Investigation – Provide a geotechnical investigation and report containing information and recommendations for design of earthwork, pipelines, structures and other improvements involved in the work. In addition, the geotechnical work shall include investigation via borings and other means of the short and long term infiltration potential through the basins' surface and underlying materials. This investigation shall be carried to such a depth as is necessary to ensure that long-term percolation rates are valid. Include historical groundwater elevation for each basin and state whether or not the water is perched.*
- d. *Deliverables:*
  - i. *Final survey maps in paper and electronic form*
  - ii. *One copy of the draft geotechnical report for review*
  - iii. *Two copies of the final geotechnical report*

### 2. Task 2 – Project Management and Meetings

- a. *Client Meetings*
  - i. *Provide for an initial meeting to start the project*
  - ii. *Provide for meetings approximately monthly throughout the project duration*
  - iii. *Provide for 2 stakeholder meeting, typically scheduled on weekday nights*
  - iv. *Incorporate into the meeting schedule meetings to review each submittal and the City's review comments*



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- b. *Project Management*
  - i. *Manage the project's schedule, budget, staff and subconsultants*
  - ii. *Prepare and submit monthly progress reports to the City*
- c. *Deliverables*
  - i. *Meeting agenda*
  - ii. *Meeting minutes*

3. *Task 3 – Design Information Memos (DIMs)*

- a. *Prior to the start of design, prepare DIMs covering the following:*
  - i. *New developments and requirements that will affect the project*
  - ii. *Conceptual layouts for landscaping. Two alternative layouts for Henrietta and Entradero Basins and one layout for Amie basin shall be provided for the City's use in discussions with various stakeholders. These layouts shall be based on the geotechnical report and shall include the locations and types of BMPs proposed.*
  - iii. *Prepare a Wetlands Sustainability Analysis to ensure the wetlands will be viable during dry-weather periods.*
- b. *Deliverables:*
  - i. *Draft DIMS – 5 paper copies*
  - ii. *Final DIMs – 5 paper copies and an electronic copy in PDF format.*
  - iii. *Landscaping layouts – 5 paper copies*
  - iv. *Wetlands Sustainability Analysis report – 5 paper copies*

4. *Task 4 Utility Search*

- a. *Review existing street plans and existing water, sewer, storm drain and utility plans and maps in the possession of the City. Consultant is responsible for the copying of any documents.*
- b. *A detailed utility search of the project areas will be conducted. It will consist of:*
- c. *Contact Underground Services Alert (USA) for a computer printout of all utilities registered within the project limits.*
- d. *Send/deliver preliminary notice to each utility advising them of the project and requesting utility information.*



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- e. *Send second utility notice including preliminary plans requesting that each utility verify locations of its facilities and identify any possible utility conflicts.*
- f. *Maintain a complete record of all utility contacts and responses and copy all correspondence to the City.*

5. Task 5 – Design and Preparation of Construction Documents

*Design and construction documents will include, but not be limited to:*

- *General drawings*
- *Overall site plans*
- *Grading, paving and site piping plans at 20 or 30 scale*
- *Landscaping and irrigation plans*
- *Plans for inlet and outlet structure BMPs*
- *Electrical and mechanical plans for sump pumping and other control structures*
- *SCADA plans (SCADA modifications shall be done by City's SCADA Consultant)*
- *Lighting plans*
- *Develop accessible water quality sampling locations.*
- *Omit trash screens from inside the basins and use Automatic Retractable Grates on catch basins in corresponding watersheds. Use City GIS system to develop plan sheet and corresponding bid schedules. Plans to also include new signs for "No Parking for Street Sweeping".*
- *Extend access road in Henrietta to be around the full perimeter of the basins. The road would have to go up and down the maintenance area in the center of the basin.*
- *Use turf block or reinforced mats for access roads and trails where possible to improve aesthetics and reduce erosion.*
- *Crush concrete and asphalt debris from channel slopes and used for the baseball parking areas.*
- *Provide handicap access in Entradero from infiltration area to the west slopes.*
- *Entradero Channel walls downstream of proposed culvert to have grouted riprap and to prevent erosion.*
- *Excavated soils to be used to raise the outfield of the low baseball field (large field to the west) at Entradero. Remove and replace that field's outfield irrigation system and perimeter fence.*
- *Develop Maintenance Manuals for the BMPs, landscaping and trails.*



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*Consultant shall complete the following:*

- a. *Prepare 30 percent construction drawings.*
- b. *Prepare 60 percent construction drawings and specifications.*
- c. *Prepare 90 percent construction drawings and specifications.*
- d. *Prepare final, signed construction drawings and specifications.*
- e. *Receive and discuss the City's comments from review of the 30, 60 and 90 percent documents.*
- f. *Water Quality Monitoring Plan and Maintenance Manuals to be submitted upon completion of the 90% construction drawings and specifications.*
- g. *Provide a preliminary engineer's estimate of construction costs with the 60 percent submittal, a Gantt chart type construction, and a final engineers estimate with the final submittal. Consultant shall make recommendations at the 60 percent submittal to maintain the project budget or recommend cost saving alternatives.*
- h. *Deliverables:*
  - i. *30 percent submittal – 5 full size paper copies of the drawings*
  - ii. *60 percent submittal – 5 full size paper copies of the drawings and specifications*
  - iii. *90 percent submittal – 5 full size paper copies of the drawings and specifications*
  - iv. *Final submittal – 1 copy each of engineer's estimate, construction schedule, camera-ready specifications, and signed, full size, bond drawings, plus 3 half size paper copies of the drawings and an electronic AutoCad copy of the drawings and specifications in Word format. (Drawings will be on the City's standard sheets using consultants design and drafting standards and details. Contract documents and specifications will be Consultant's standard documents and in Consultant's format.)*

6. Task 6 – Permitting

- a. *Meet with each permitting agency (assume two meeting with each agency)*
- b. *Prepare and submit permit applications for non-City permits. For this proposal, assume that permits will be required from the RWQCB (discharge and SWPPP), Department of Health Services for infiltration wells and Los Angeles County Flood Control District. The City will pay permit application, review and issuing fees if required.*
- c. *Revise and refile permit applications*



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d. *Deliverables:*

- i. *Draft permit applications*
- ii. *Agency review comments*
- iii. *Final permit applications*
- iv. *Originals of issued permits*

*Items not in the scope, but which could be added at the City's option:*

- *Bidding and construction phase services*
- *Meetings and submittals not included above*
- *Preparation for and participation in public, stakeholder or City Council meetings*
- *Submittals of drawings and applications for permits from other City agencies*
- *Potholing of utilities*
- *CEQA (Notices of exemptions have already been processed and issued.)*
- *Permitting with any additional regulatory agencies*

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



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## Cost Estimate

The following fee estimate illustrates the level of effort required to successfully complete the Stormwater Basin Enhancement Project. Other direct costs (ODCs) such as reproduction, mileage, etc. are included for each task.

<b>Table – Project Fee Estimate</b>									
<b>Task</b>	<b>Proj. Mgr.</b>	<b>Sr. Eng.</b>	<b>Proj. Eng.</b>	<b>Assist. Eng.</b>	<b>CAD Drafter</b>	<b>Adm. Assist.</b>	<b>ODC</b>	<b>Subs</b>	<b>Total</b>
	<b>\$154</b>	<b>\$137</b>	<b>\$101</b>	<b>\$74</b>	<b>\$71</b>	<b>\$64</b>			
<b>1</b>	13	22	32	24	28	8	\$515	\$38,995	\$52,034
<b>2</b>	203	140	38	81	32	108	\$1,656		\$71,114
<b>3</b>	13	56	52	108	120	12	\$2,210	\$37,098	\$71,514
<b>4</b>	1	12	6	6	42	28	\$1,523		\$9,145
<b>5</b>	86	242	314	432	494	63	\$13,070	\$73,702	\$235,958
<b>6</b>	12	60	31	60	20	24	\$2,070		\$22,665
<b>TOTAL</b>	<b>328</b>	<b>532</b>	<b>473</b>	<b>711</b>	<b>736</b>	<b>243</b>	<b>\$21,044</b>	<b>\$149,795</b>	<b>\$462,430</b>