

Council Meeting of  
September 13, 2011

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

Members of the Council:

**SUBJECT: Public Works – Appropriate funds, authorize change order, and approve agreement for Madrona Marsh Restoration and Enhancement Project, C.I.P. No. I-77. Expenditure: \$101,000**

### **RECOMMENDATION**

Recommendation of the Public Works Director that City Council:

- 1) Appropriate \$101,000 from the Sewer Enterprise Fund balance to the Madrona Marsh Restoration and Enhancement Project, C.I.P. No. I-77;
- 2) Authorize a change order in the amount of \$54,000 to the public works agreement with Clarke Contracting Corp. (C2011-108) for the removal of sediment and debris from the Madrona Marsh sump; and
- 3) Approve a consulting services agreement with Project Partners, Inc. in the amount of \$47,000 for construction inspection services.

### **Funding**

Funding is available from the Sewer Enterprise Fund balance.

### **BACKGROUND**

The City of Torrance is part of the Machado Lake watershed and must comply with the Machado Lake Trash, Nutrient and Toxics Total Maximum Daily Loads (TMDLs) adopted by the Los Angeles Regional Water Quality Control Board (RWQCB). The Madrona Marsh watershed is a sub-watershed of the City's Machado Lake watershed. The City is pursuing a phased implementation to comply with the Machado Lake Trash TMDL. The phased implementation requires the City to install catch basin grates within 20 percent of the City's Machado Lake watershed each year for 5 years starting in 2011. The installation of curb grates and "No Parking" signs for street sweeping within the Madrona Marsh sub-watershed is included in Madrona Marsh Restoration and Enhancement Project (MMREP) to meet the TMDL requirement for this year. The Machado Lake Nutrient and Toxics TMDLs first require the City to implement a Monitoring and Reporting Program before developing a Best Management Practices (BMP) implementation plan. Staff is requesting proposals now for water quality monitoring for the City's Machado Lake watershed.

The MMREP also includes the installation of new pumps and piping to pump water from the sump to a subsurface wetlands treatment system installed adjacent to the sump at the southeast corner of the marsh. The wetlands treatment system will treat water from the sump prior to its use in the marsh, or prior to being pumped to Machado Lake.

The MMREP construction contract was awarded to Clarke Contracting Corporation on June 21, 2011 and at that time we had proposed to use the Community Development Department Public Works Inspector, recently transferred to the Public Works Department. He has now accepted a lateral transfer to Building & Safety Division. The work on the MMREP started on August 29, 2011. Interim inspection is being provided by the Project Engineer.

When the Madrona Marsh sump was pumped dry for the MMREP contractor is was observed that we have approximately 3 feet of sediment. The sediment was clogging the pumps used to pump water into the marsh. There has been no sediment removal from the sump in 8 years. This work is recommended once about every 4 years depending on the system. Removal of sediment from the Madrona Marsh sump qualifies as a BMP for the Machado Lake Nutrient and Toxics TMDLs, because nutrients and toxics bind with sediment and can be pumped from the sump to Machado Lake. Periodic removal of sediment from all the City sumps will be an integral part of complying with Nutrient and Toxics TMDLs adopted for Machado Lake and Dominguez Channel.

## **ANALYSIS**

The City has evaluated firms for inspection services and has selected Project Partners, Inc. for the City's Sidewalk Ramping and Grinding Project and for the Walteria Reservoir Rehabilitation Project. The hourly rates provided by Project Partners, Inc. are very reasonable and the inspector for the Walteria Reservoir Rehabilitation Project is available for the MMREP. Project Partners Inc. proposes an hourly rate of \$98 for up to 3 months for a not to exceed amount of \$47,000.

Clarke Contracting Corporation has provided an estimate of \$54,000 to remove up to 440 cubic yards of sediment and debris from the bottom of the Madrona Marsh sump, which would restore the sump bottom to its' original elevation. Since construction has just started on this project it is recommended to add the \$54,000 to the contract amount and retain the contingency of \$26,120.50 approved by Council on 6/21/11 CI 12D.

The total budget needed to complete this project is as follows:

White Paper of Marsh Water Quality	\$ 106,579.25
MMREP Design	293,860.25
Construction	548,530.50
Change Order	54,000.00
Construction Management	52,000.00
Construction Inspection	<u>47,000.00</u>
Total Estimated Project Budget	\$1,101,970.00

This increase will bring the total project budget from \$1,000,970.00 in grant and City funds to \$1,101,970.00. The City obtained a Prop 12 grant for \$780,000 for this project.

Since the MMREP provides a system that can treat any sewer spill from the Madrona Marsh sump watershed, we are proposing to fund this inspection contract for 3 months and sediment removal from the Sewer Enterprise Fund.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director



By: John Dettle  
Engineering Manager

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachments: A. Consulting Services Agreement for Project Partners, Inc.  
B. Public Works Agreement C2011-108– Clarke Contracting Corp.  
C. Change Order No. 1 for sediment removal  
D. Site map

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of September 13, 2011 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Project Partners, Inc., a California corporation (“CONSULTANT”).

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide construction inspection services for the Madrona Marsh Restoration and Enhancement Project.
- 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 31, 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 \$47,000 (“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:

Kimo Look, P.E.

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. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting 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 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: Project Partners  
23195 La Cadena Drive, Suite 101  
Laguna Hills, CA 92653

Fax: (949) 852-9322

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

Project Partners, Inc.  
a California corporation

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

By: \_\_\_\_\_  
Kimo Look  
Principal

ATTEST:

\_\_\_\_\_  
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**



**Project  
Partners**

"Partners in Building Engineering Careers and Teams"

[www.projectpartners.com](http://www.projectpartners.com)

August 19, 2011

John Dettle  
Engineering Manager, Public Works Department  
City of Torrance  
3031 Torrance Blvd.  
Torrance, CA 90503

Re: Madrona Marsh Restoration and Enhancement Project

Dear John,

Project Partners is pleased to submit this proposal and is excited about the opportunity to provide the City of Torrance (City) with Construction Support Services for the Madrona Marsh Restoration and Enhancement Project. As you know we are a civil engineering resource firm that specializes in providing public sector organizations with interim and permanent onsite engineering and construction support services.

#### **Our Proposed Candidates**

Project Partners would like to present two highly capable construction inspectors for your consideration; Mr. John Robbins and Mr. John Martin. Mr. Robbins would be our primary inspector, and Mr. Martin would be the backup construction inspector candidate.

**Mr. John Robbins**— is a seasoned Professional Engineer / Construction Manager and Inspector, with 30 years professional experience and has proven experience with the City of Torrance. **Mr. John Martin**— is a Senior Construction Inspector, with 30 years experience in Water / Wastewater infrastructure projects. Each has proven experience in:

- *Public Works Construction and Inspection Projects*
- *Extensive Experience with RFI's, Change Orders, Special Provisions, and Dispute Resolution*
- *Construction Management, Inspections and Start-up and Close-out Experience*
- *Water and Wastewater Construction and Rehabilitation Projects*
- *SWPPP or Recycle Water Project Expertise*
- *Both are Strong Team Players*

Resumes are attached.

23195 La Cadena Dr.  
Suite 101  
Laguna Hills, CA 92653

phone **949.852.9300**  
fax **949.852.9322**

**EXHIBIT B**

**COMPENSATION SCHEDULE**

**HOURLY BILLING RATES AND FEES**

Project Partners billing rates for the proposed Temporary Engineering / Inspections Staff are as follows.

<b>Classification</b>	<b>Hourly Billing Rate for 2011</b>
<b>Senior Inspector</b>	<b>\$98.00</b>

\*Project Partners billing rates are adjusted annually in January of each year.

Again I would like to thank you for considering our services and should you have any questions or desire additional information, please do not hesitate to call at any time. We look forward to working with you and your staff.

Sincerely,



Kimo Look, P.E.  
Project Partners

## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of June 21, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Clarke Contracting Corporation, a California corporation. ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the Madrona Marsh Restoration and Enhancement Project, C.I.P. No. I-77;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Madrona Marsh Restoration and Enhancement Project, Notice Inviting Bids No. B2011-22 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

#### 3. COMPENSATION

##### A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; 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 \$522,410.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

C 2 0 1 1 - 1 0 8

**COPY**

1st

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 monthly, 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, CONTRACTOR will:
  - a) cease operations as directed by CITY in the notice;
  - b) take actions necessary, or that CITY may direct, for the protection 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 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 controls, 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 the 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 the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct 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, the 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 the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S 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 the 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:

John J. Clarke, President

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the 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 the 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 the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life 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 the CITY, except those losses or damages as may be caused by the 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 the 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 the 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 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 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 THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the 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 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. Combined single limits of \$2,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
3. 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 CONTRACTOR will be primary and non-contributory.
- C. 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 insureds under the automobile and general liability policies.
- D. CONTRACTOR 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 the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**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 the 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 the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond 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 the 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:

CONTRACTOR: Clarke Contracting Corp.  
4646 Manhattan Beach Blvd.  
Lawndale, California 90260  
Tel: (310) 542-7724  
Fax: (310) 542-2188

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 the CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR 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**

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.

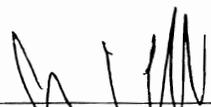
### 31. CONTRACTOR'S AUTHORITY TO EXECUTE

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.

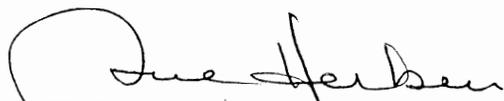
CITY OF TORRANCE,  
a Municipal corporation

  
Frank Scotto, Mayor

CLARKE CONTRACTING CORPORATION,  
a California corporation

By:   
John J. Clarke, President

ATTEST:

  
Sue Herbers CMC, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By:   
Patrick Q. Sullivan,  
Assistant City Attorney

Attachments: Exhibit A: Bid

## BIDDER'S PROPOSAL

Company: Clarke Contracting Corp.

Total Bid: ~~\$22,410<sup>00</sup>~~ 61,420<sup>00</sup>

Bid No. B2011-22

PROPOSAL, SPECIFICATIONS, BOND, AND AFFIDAVIT FOR THE CONSTRUCTION OF  
Madrona Marsh Restoration and Enhancement Project

CIP No. I-77

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

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedules.

## BID SCHEDULE A

1	1	LS	MOBILIZATION (5% MAX. OF CONTRACT BID)	\$30,000 <sup>00</sup>	\$30,000 <sup>00</sup>
2	1	LS	CONSTRUCTION SURVEYING	\$5,000 <sup>00</sup>	\$5,000 <sup>00</sup>
3	31,500	SF	CLEARING AND GRUBBING AT SUMP	\$.31	\$9,765 <sup>00</sup>
4	15	EA	TREE REMOVAL INCLUDING GRINDING STUMPS IN SUMP	\$600 <sup>00</sup>	\$9,000 <sup>00</sup>
5	1	LS	FURNISH AND INSTALL 10' LONG FLUME FILTER	\$4,200 <sup>00</sup>	\$4,200 <sup>00</sup>

6	22	EA	FURNISH AND INSTALL 3.5' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ 520 <sup>00</sup>	\$ 11440 <sup>00</sup>
7	19	EA	FURNISH AND INSTALL 7' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ 975 <sup>00</sup>	\$ 18525 <sup>00</sup>
8	5	EA	FURNISH AND INSTALL 10' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ 1000 <sup>00</sup>	\$ 5000 <sup>00</sup>
9	5	EA	FURNISH AND INSTALL 14' W AUTOMATIC RETRACTABLE SCREEN (ARS)	\$ 1250 <sup>00</sup>	\$ 6250 <sup>00</sup>
10	1	LS	REMOVE EXISTING PUMPS, PANEL AND SYSTEM WIRING	\$ 8300 <sup>00</sup>	\$ 8300 <sup>00</sup>
11	1	LS	FURNISH AND INSTALL 2-18HP PUMPS AND 1-3.3 HP PUMP, PANEL AND WIRING FROM PUMPS TO PANEL TO PUMP HOUSE PANEL	\$ 127000 <sup>00</sup>	\$ 127000 <sup>00</sup>
12	1	LS	FURNISH AND INSTALL SUBSURFACE FLOW TREATMENT WETLAND INCLUDING PRE-TREATMENT CHAMBER AND FLOW CONTROL CHAMBER	\$ 184,000 <sup>00</sup>	\$ 184,000 <sup>00</sup>
13	115	LF	FURNISH AND INSTALL 8" PVC PIPE BELOW GRADE	\$ 100 <sup>00</sup>	\$ 11500 <sup>00</sup>
14	95	LF	FURNISH AND INSTALL 3" PVC PIPE ABOVE GROUND ATTACHED TO EXISTING STEEL PIPES WITH BRACKETS	\$ 34 <sup>00</sup>	\$ 3230 <sup>00</sup>
15	435	LF	FURNISH AND INSTALL 3" PVC BELOW GRADE	\$ 58 <sup>00</sup>	\$ 25230 <sup>00</sup>
16	1	EA	CONCRETE MANHOLES	\$ 5200 <sup>00</sup>	\$ 5200 <sup>00</sup>
17	1	EA	CONCRETE HEADWALL	\$ 6700 <sup>00</sup>	\$ 6700 <sup>00</sup>
18	800	SF	GROUTED RIP RAP FOR SWALE	\$ 10 <sup>00</sup>	\$ 8000 <sup>00</sup>
19	1	LS	DEWATER SUMP AND BY-PASS WATER FROM STORM DRAIN INLET INTO SUMP PUMP STATION INLET	\$ 1500 <sup>00</sup>	\$ 1500 <sup>00</sup>
20	153	EA	INSTALL STREET SWEEPING "NO PARKING" SIGNS	\$ 125 <sup>00</sup>	\$ 19125 <sup>00</sup>
21	1	LS	TRENCH SHORING FOR PROTECTION OF LIFE AND LIMB	\$ 1500 <sup>00</sup>	\$ 1500 <sup>00</sup>

22	1	EA	CONSTRUCT 20' X 30' X 6" THK. CONCRETE PAD FOR PUMPS IN SUMP	\$ 7800 <sup>00</sup>	\$ 7800 <sup>00</sup>
23	1	LS	90 DAY PLANT ESTABLISHMENT AND MAINTENANCE OF WETLAND TREATMENT SYSTEM AND POST CONSTRUCTION BMPS	\$ 800 <sup>00</sup>	\$ 800 <sup>00</sup>
24	1	LS	SWPPP AND CONSTRUCTION AND POST CONSTRUCTION BMPS TO PROTECT EXISTING WETLANDS	\$ 5600 <sup>00</sup>	\$ 5600 <sup>00</sup>
25	15	EA	PROVIDE AND PLANT 15 GALLON ALDER TREES IN SUMP	\$ 375 <sup>00</sup>	\$ 5625 <sup>00</sup>
26	3	EA	INSTALL INTERPRETIVE SIGNS PROVIDED BY CITY	\$ 540 <sup>00</sup>	\$ 1620 <sup>00</sup>
27	1	LS	MISCELLANEOUS REMOVALS	\$ 500 <sup>00</sup>	\$ 500 <sup>00</sup>

**SCHEDULE A:**

TOTAL BID PRICE \$ Five Hundred Twenty Two Thousand Four Hundred Ten Dollars  
(Words) and no cents

TOTAL BID PRICE: 522,410  
(Figures)

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

**B2011-22**



## Clarke Contracting Corporation

City of Torrance

**Mr. John C. Dettle, P.E.**

Engineering Manager, Public Works Department

20500 Madrona Avenue

Torrance , CA 90503

(310) 618-3059 fax (310) 781-6902

**Date: 8/19/11**

### Proposal: Madrona Marsh Sediment Removal Proposal

*Clarke Contracting Corp.* proposes to do the following work:

Remove accumulated sediment and debris from the Madrona Marsh sump as directed by the City and based upon survey provided by the City.

The City estimated quantity for purposes of this proposal is 440 CY. Proposal is for mobilization for this work, drying material as necessary, clearing and grubbing of tulies and other plants in work area, loading material into trucks and hauling material away to a legal disposal site. Additionally, we shall provide traffic control as necessary.

#### Price:

1. **Mobilization \$3,420 Lump Sum.**
2. **Clear & Grub, Flop Dirt to Dry-\$14,500 Lump Sum.**
3. **Haul Off Dirt, Unit Price of \$82 a CY. , Estimated Total for 440 CY is \$36,080.**

**Total Estimated Price \$54,000**

#### Assumptions:

Price based upon a volume of 440 CY of material to be hauled away.  
 City to supply survey.  
 No utilities in direct conflict with our work.  
 Traffic control per WATCH Handbook.  
 Bid based upon one continuous, uninterrupted operation.  
 Additional contract time as needed.

#### Exclusions:

We exclude the following: As-Builts, Survey, Testing (soil testing), Fees, Permit Fees, Bonds, Special Insurance, Engineering, Special BMP's or SWPPS, Compaction Testing, Utility Relocation, Ground Water or Treatment, Traffic Loops, Striping, Slurry Seal or Crack Seal, Cold Planning, Curb & Gutter (unless noted), de-watering, Hazardous Material, and Removal of USA or Survey Marks from pavement.

Sincerely,



**Brian Clarke-Estimator**

**Clarke Contracting Corporation**

4646 MANHATTAN BEACH BOULEVARD, LAWNSDALE, CA 90260

PHONE: (310) 542-7724 • FAX: (310) 542-2188

LICENSE # 325884

# SITE MAP OF CITY OF TORRANCE Storm Drain Watershed Areas

## 1 GROUNDWATER REPLENISHMENT BASINS

-  RETENTION BASINS
-  Bishop Montgomery

## 2 DOMINGUEZ CHANNEL (BMPs for L.I.D)

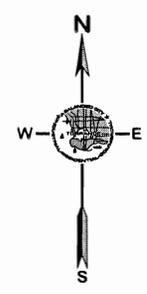
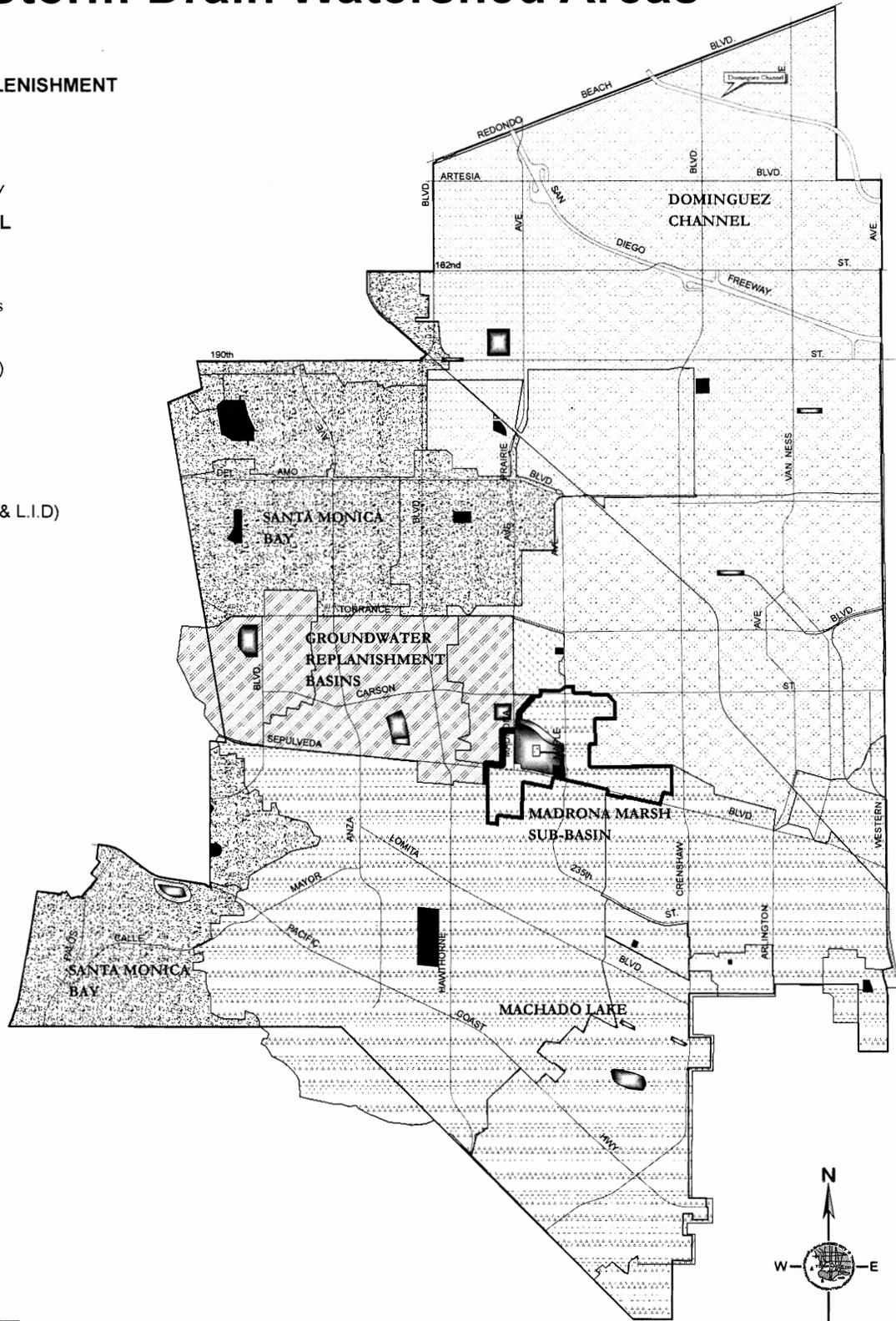
-  Surface Drainage
-  DETENTION BASINS

## 3 SANTA MONICA BAY (BMPs for bacteria & L.I.D)

-  Surface Drainage
-  DETENTION BASINS

## 4 MACHADO LAKE (BMPs for trash, nutrients & L.I.D)

-  Surface Drainage
-  DETENTION BASINS



Jeffery W. Gibson  
Community Development Director