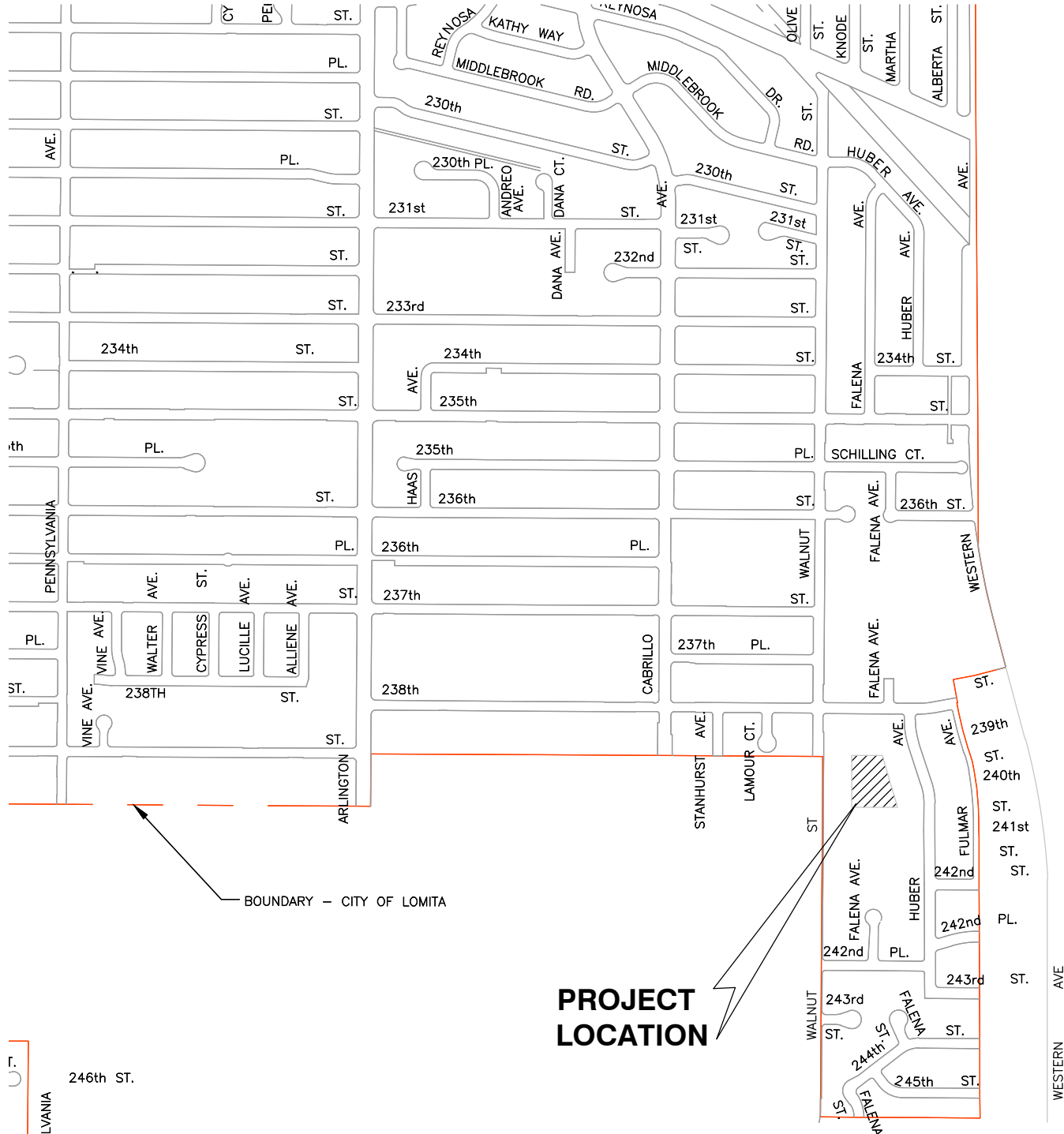
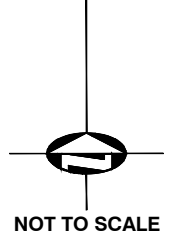


LOCATION MAP OF WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN PROJECT, I-173



X:\ENG\VP\ascd\186th st Location Map.dwg 8/29/17 16:16 vprasod

246th ST.
246th PL.

ATTACHMENT - B
CONSULTING SERVICES AGREEMENT

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of September 12, 2017 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and CWE, a California corporation (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide engineering design services.
- B. In order to obtain the desired services, CITY has circulated its Request for Proposal for Engineering Design Services for Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173, RFP No. B2017-29 (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

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

CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal 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 September 11, 2020.

3. **COMPENSATION**

A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$171,476.00 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, 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 termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on 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 CONSULTANT, CITY may, at the expense of 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 CONSULTANT under the terms of this Agreement will be retained

by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, 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 CITY as against CONSULTANT or its surety then existing, or that 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 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (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 CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then 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. 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 will be excused for a period equal to the period of that 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 acts or omissions 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

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, Principal

9. INDEPENDENT CONTRACTOR

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 CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. 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. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to

CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT's obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

10. BUSINESS LICENSE

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 required 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 the 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 CONSULTANT's time pertaining to the project, and records of accounts between CITY and 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 work and services identified in Exhibit A. 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 Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT. 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, subconsultants or vendors. CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. 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 City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates 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. It is the express intent of CITY and CONSULTANT that this provision is meant to comply with California Civil Code Section 2782.8.

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 and its subCONSULTANTs must maintain at their 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 CONSULTANTS/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 Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former 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 insureds under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

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

CONTRACTOR: CWE
 1561 E. Orangethorpe Avenue
 Suite 240
 Fullerton, CA 92831-5202
 ATTN: Vik Bapna, P.E.

Fax: (714) 526-7004

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 by 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 first 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 persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, 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 CONSULTANT is bound.

CITY OF TORRANCE,
a municipal corporation

CWE
a California Coporation

Patrick J. Furey, Mayor

By: _____
Vik Bapna, P.E.
Principal

ATTEST:

Rebecca Poirier, MMC
City Clerk

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

By: _____

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Revised: 5/28/2015

EXHIBIT A
REQUEST FOR PROPOSALS



***Request for Proposals (RFP)**

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2017-29

RFP for Engineering Design Services for Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted. No Exceptions

Location:	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
Date:	Monday, June 26, 2017
Time Deadline:	3:00 p.m. Local (Pacific) Time

Submittal Requirements

A FIRM PREVIOUSLY HIRED BY THE CITY TO PERFORM ENGINEERING DESIGN SERVICES FOR THIS PROJECT IS NOT ALLOWED TO PROPOSE OR PROVIDE ITS SERVICES FOR THE CONSTRUCTION PHASE.

An original plus four (4) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with **“RFP for Design Services for Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173; B2017-29”** by the deadline time deadline listed above. Your submittal must include the following: (Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated).

- Complete Proposal
- Vendor’s Response (Section III of this document, pages 8 through 16) on forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer’s Affidavit (Attachment 1)
- Addenda, if any issued by the City.
- Any proposed alternative language to City’s Pro Forma Consulting Service Agreement (Attachment 3)

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance and applicable bonds, as indicated in the terms and conditions of this RFP document.
- Proof of a City of Torrance Business License, please contact the City of Torrance Business License Office at (310) 618-5923.

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail

- Include **“RFI for Engineering Design Services for Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173, RFP No. B2017-29** in the subject heading.
- The deadline to submit questions is no later than 12:00 Noon Pacific Time on Monday, June 12, 2017
- Your questions must be emailed to:
Wilson Mendoza, QSP, Assistant Engineer WMendoza@TorranceCA.gov
AND
John Dettle, P.E., Engineering Manager, JDettle@TorranceCA.gov

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on June 26, 2017, per the submittal requirements indicated on page 1.

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is boarded by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

The City of Torrance is part of the Machado Lake watershed and must comply with the Machado Lake Nutrient Total Maximum Daily Loads (TMDL) and the Machado Lake Toxics TMDL adopted by the Los Angeles Regional Water Quality Control Board (Regional Board).

The City of Torrance prepared a Machado Lake Enhanced Water Management Program (Machado Lake EWMP) that has been reviewed and was recently approved by the Regional Board. The Machado Lake EWMP includes Walnut Stormwater and Ground Water Replenishment Basin Project as one of the 3 projects that would divert stormwater for groundwater recharge. A copy of the Machado Lake Enhanced Watershed Management Plan can be reviewed at:

http://www.torranceca.gov/PDF/000_Torrance_Revised_Machado_Lake_EWMP_101116.pdf

The Walnut Storm Water Capture and Groundwater Replenishment Basin Project (Walnut Basin Project – Phase 1) would divert water from the Los Angeles County Flood Control District storm drain in 238th Street (just west of Western Avenue) back into the existing Walnut Basin. The Walnut Basin Project will improve storm drain system capacity; increase local water supplies, reduce energy consumption and provide for habitat restoration. The cost estimate to design and build the Walnut Stormwater Capture and Ground Water Replenishment Project is \$900,000. The City has received a \$450,000 Prop 1 Grant for this project.

Project information is available on the City’s website at <http://www.torranceca.gov/31552.htm>

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Engineer	The Public Works Director and/or the City Engineer of the City of Torrance, acting either directly or through properly authorized agents acting within the scope of the particular duties entrusted to them.

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked “RFP for Design Services for Walnut Storm Water and Groundwater Recharge Basin Project, I-173; RFP No. B2017-29” and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Questions:

Questions must be submitted in writing via email to Wilson Mendoza, Assistant Engineer, at WMendoza@TorranceCA.gov and John Dettle, Engineering Manager, at JDettle@TorranceCA.gov by 12:00 P.M Noon, local Pacific Time on, June 12, 2017. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP, in addition to being posted on the project website at: <http://www.torranceca.gov/3239.htm>

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer’s specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

Proposers Examination of Requirements:

The Proposer is required to examine carefully the site, the instructions, information and specifications of this document, investigate the conditions to be encountered, the character, quality and quantities of work to be performed as required by this document. Submission of a proposal will be considered prima facie evidence that the Proposer has made such examination.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new proposal submittal due date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

The City reserves the right to examine all factors bearing on a Proposer's ability to perform the services under the contract. The City reserves the right to reject any proposal not accompanied with all data or information required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit (Attachment 1) or in violation of this requirement will be rejected.

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, compatibility with the City's current technology and operations, prior experience with similar scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support cost will be reviewed to determining which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by a Torrance vendor that include a material component.

The City's project evaluation team will evaluate and rank proposals based on the evaluation criteria listed in the table below. Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement. Following the determination of the top-ranked firm, the City may choose to add or delete some items of work and/or negotiate: costs; hourly rates or lump sum items to meet the needs of the City. Proposal rankings will be made public.

CRITERIA	MAXIMUM POINTS
Understanding of the project and scope of work; and completeness of RFP	25
Qualifications of proposed project team	20
Relevant projects of proposed project team members	15
Firm's qualifications and experience with similar projects	10
Project Schedule	10
Cost and Cost Effectiveness	20
Maximum Total Score	100

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment 1), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Contract Term:

The initial contract will be for a period of 3 years from the date approved by City Council, to allow time to complete the Phenology Study and Habitat Restoration Plan. Consultant's and sub-consultants hourly rates must remain fixed for the duration of the contract term. The Prop 1 Grant requires project construction completion by September 2018.

Fiscal Year Funding:

Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Vendor, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

Prevailing Wage:

The State of California Senate Bill 7 (SB7) applies to construction contracts over \$25,000 and contracts for alteration, demolition, repair and maintenance over \$15,000. There are no exemptions. The contract issued as a result of this RFP is subject to prevailing wages for any classification included in the State's prevailing wage determination. Current prevailing wage determination rates may found at the State of California Dept. of Industrial Relations website <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

Independent Contractor:

The successful proposer is, and will at all times 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 the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. 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. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

Payments:

Complete payment on the contract price will be made in approximately thirty (30) days from date of delivery, or completion and acceptance, unless otherwise provided for in Proposer's proposal or in these specifications. Payments will be made upon verification and acceptance by the City of contract services performed and upon the City's receipt of a correct invoice.

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

CONSULTANT: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer's of its intent to award. Results will be posted on the City of Torrance Web site http://www.torranceca.gov/PDF/Recommendation_to_Award_Notification.pdf

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid-RFP_Protest_Procedures.pdf

Insurance:

Refer to the City's Standard Consulting Services Agreement in Attachment 2.

SECTION II TECHNICAL REQUIREMENTS**Overview/Introduction:**

The City of Torrance is soliciting proposals from qualified consulting firms interested in providing professional engineering services for the Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173 (Walnut Basin Project) in the existing unutilized storm water basin in the Walnut Street neighborhood. This request for Proposal (RFP) contains project description, scope of work, evaluation process, general terms and conditions, and the City of Torrance's standardized consulting services agreement.

As a permittee of the 2012 Municipal Separate Stormwater Sewer System (MS4) permit for the Los Angeles County, the City developed Machado Lake Enhanced Watershed Management Program (Machado Lake EWMP) to serve as a planning and implementation document in meeting water quality standards for the MS4 permit.

The City is seeking professional engineering services to design the Walnut Basin Project to divert water from the Los Angeles County Flood Control District storm drain in 238th Street (west of Western Avenue) back into the existing Walnut Basin as described in the Machado Lake EWMP. A conceptual layout of Walnut Sump Aboveground Storage/Infiltration BMP Plan and Profile are shown in Figures 5.10, 5.11 and 5.12 of Machado Lake EWMP. The design of Walnut Basin Project intends to improve storm drain system capacity; increase local water supplies, reduce energy consumption and provide for habitat restoration. The Walnut Basin Project is limited to Phase 1 of the Walnut Sump Aboveground Storage/Infiltration BMP.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Scope of Work:

See Attachment 3 of this RFP.

Proposal Submittal:

Interested Firms must submit an original plus four (4) printed copies of their complete proposal. Proposals must include the following information in the ordered format outlined below:

- I. Complete Proposal with fee
- II. Proposal Submittal Form (Section III)
- III. Proposer's Affidavit (Attachment 1)
- IV. Addenda, if any issued by City
- V. Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)

Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company		
Street Address	City	Zip Code
Telephone Number	Fax Number	
Printed Name/Title	E-Mail Address	
Signature	Date	

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? _____ Years
If less than three (3) years and your company was in business under a different name, what was that name?

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Printed Name	Title
Telephone	E-Mail Address

Proposal Submittal (continued):

Vendor Name: _____

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

Name Title

Telephone Number Fax Number Email Address

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

Name Title

Telephone Number Fax Number Email Address

Proposal Submittal (continued):

Vendor Name: _____

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **Don't include the City of Torrance as a reference for this RFP.**

1	Name of Company/Agency:	
	Street Address:	
	City: State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	

Proposal Submittal (continued):

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and 4 copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page ____ of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are your Wage Rates included? (Prevailing wage rates must be used for those whose job classification is considered by the State of California as a prevailing wage classification.)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal.
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Did you provide a Price Proposal in format provided in RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ____ of our submittal

Vendor Name: _____

The Vendor is required to provide a Price Proposal with cost breakdown by Task listed in the Scope of Work. The Price Proposal cost breakdown shall be prepared similar to format shown below and include all Tasks listed in the provided Scope of Work.

Task 1: Project Management			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
		\$	\$
		\$	\$
Sub-Consultant	N/A	N/A	\$
Direct Expenses	N/A	N/A	\$
Total Price Task 1			\$

Task 2: Geotechnical Report			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
		\$	\$
		\$	\$
Sub-Consultant	N/A	N/A	\$
Direct Expenses	N/A	N/A	\$
Total Price Task 2			\$

Task 3: Topographic/Design Survey			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
		\$	\$
		\$	\$
Sub-Consultant	N/A	N/A	\$
Direct Expenses	N/A	N/A	\$
Total Price Task 3			\$

Task 4: Utility Research and Notification			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
		\$	\$
		\$	\$
Sub-Consultant	N/A	N/A	\$
Direct Expenses	N/A	N/A	\$
Total Price Task 4			\$

Task 5: Utility Potholing			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
		\$	\$
		\$	\$
Sub-Consultant	N/A	N/A	\$
Direct Expenses	N/A	N/A	\$
Total Price Task 5			\$

ETC.

Total Price Proposal = _____

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

_____ (Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20_____.

(Proposer Signature)

(Title)

ATTACHMENT 2
CITY'S STANDARDIZED AGREEMENT

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of Date (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and CONSULTANT Name, type of entity (“CONSULTANT”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to insert brief description of services.
- B. In order to obtain the desired services, CITY has circulated its Request for Proposal for insert brief title of RFP, RFP No. insert RFP No. (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

1. **SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal 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 .
3. **COMPENSATION**
 - A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$insert dollar amount (“Agreement Sum”), unless otherwise first approved in writing by CITY.
 - B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, 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 termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on 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 CONSULTANT, CITY may, at the expense of 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 CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances,

however, 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 CITY as against CONSULTANT or its surety then existing, or that 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 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (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 CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then 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. 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 will be excused for a period equal to the period of that 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 acts or omissions 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

City Representative 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:

Representative 1
Representative 2

9. INDEPENDENT CONTRACTOR

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 CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT's agents and employees are not and shall not be considered employees of CITY for any purpose. 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. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT's agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT's failure to comply with CONSULTANT's duties,

obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT's obligations under the Affordable Care Act relating to CONSULTANT's agents and employees.

10. BUSINESS LICENSE

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 required 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 the 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 CONSULTANT's time pertaining to the project, and records of accounts between CITY and 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 work and services identified in Exhibit A. 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 Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively “City Affiliates”) from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT. 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, subconsultants or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. 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 City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates 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. It is the express intent of CITY and CONSULTANT that this provision is meant to comply with California Civil Code Section 2782.8.

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 and its subCONSULTANTS must maintain at their 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 CONSULTANTS/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 Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former 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 insureds under the automobile and general liability policies.
- D. CONSULTANT must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

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

CONTRACTOR: CONSULTANT'S NAME AND ADDRESS

Fax: INSERT FAX NUMBER

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 by 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 first 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 persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, 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 CONSULTANT is bound.

CITY OF TORRANCE,
a municipal corporation

Firm Name
Type of Entity

Patrick J. Furey, Mayor

By: _____
Signer
Title

ATTEST:

Rebecca Poirier, MMC
City Clerk

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

By: _____

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Revised: 5/28/2015

EXHIBIT A
REQUEST FOR PROPOSALS
[To be attached]

EXHIBIT B
PROPOSAL
[To be attached]

ATTACHMENT 3
SCOPE OF WORK

SCOPE OF WORK

The scope of work that follows contains a general outline of the required tasks. Proposals submitted should include a detailed all-inclusive scope of work.

Task 1: Project Management, Communication and Data Collection

Project Manager: Consultant shall assign a project manager that will be the point of contact and coordinate all communication with City staff.

Project Kick-off Meeting: Meet with City of Torrance staff to discuss design parameters, site-specific conditions, project goals, and objectives. Obtain information such as Machado Lake Enhanced Watershed Management Program (EWMP), record drawings of existing infrastructure, soil test results, and other miscellaneous and applicable reports necessary to support project design.

Project Schedule and Progress Meetings: Consultant shall submit an initial schedule with milestones using the latest version of MS Project. The schedule shall be updated monthly and shall be provided with monthly Progress Payment. Each submittal (30%, 60% and 90%) shall have a Progress Meeting to review City comments.

Site Evaluation: The Consultant shall conduct a field inspection of 238th Street and the Walnut Basin, in order to perform the following:

- Verify record drawings and other data related to this project
- Identify all necessary improvements (*i.e.*, CMB access walkway and monitoring station).
- Create a photo log of key project areas.

Consultant should schedule the City representative to be present during the site evaluation(s) and/or inspection(s).

Task 2: Geotechnical Report

Provide a geotechnical investigation and report containing information and recommendations for slope stability, jacking pit shoring and structures in 238th Street.

The geotechnical work shall include investigation via borings and other means of the short and long term infiltration potential through the basins' surface, and of underlying materials for a future injection well into the Gage Aquifer. This investigation shall be carried to such a depth as is necessary to ensure that long-term percolation rates are valid (max. 125 ft.).

The introduction of stormwater back into the Walnut Basin may cause erosion of the existing slopes. The geotechnical report shall also include an analysis and discussion of basin slope stability and any slope stabilization recommendations.

Provide two copies of the draft geotechnical report for review and two hard copies and digital copy of the final geotechnical report and include in the bid documents as an Appendix.

Task 3: Topographic/Design Survey

The Consultant shall perform a topographic survey to include all features that will influence the project design. The survey shall be in conformance with the State Land Surveyors Act and be performed under the direct supervision of a CA Registered Land Surveyor. Consultant shall use California State Plane Coordinate System, NAD83, Zone V, US Survey Feet.

Tasks shall include the following:

- 1) Establish horizontal and vertical survey and construction control for the project.

- 2) Perform topographic survey, as required, and may include, but not be limited to:
 - Cross section elevations taken at 50-ft intervals. The sections will follow this format: all property lines (including private properties and right-of-way), back/front of walk, top of curb, flow line, edge of gutter/pavement, grade breaks and/or quarter points, pavement delineation and legends (striping, STOP bars, etc.), and the finish surface at centerline.
 - Locate all existing improvements within the street right-of-way (i.e. above ground utilities, manholes, valve covers, utility vaults and covers, sign posts, signs and sign copy, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, fire hydrants, parkway drains, etc.).
 - Reduce data to a form showing centerline stationing, offset from centerline, and elevation.
 - Consultant shall tie out all centerline monuments prior to construction and identify them in the design survey.
 - Identify in the survey any other monuments, including those on tops of curbs, sidewalk or in the parkway.
- 3) Consultant shall sign, date and submit all original survey notes to the City within 15 working days after the completion of the survey. A PDF version is acceptable. The Consultant shall include this information in the appendices of the project specifications as reference for the Contractor.
- 4) Consultant shall provide traffic control, as required, during all survey operations. Lane closures shall be in accordance with the City of Torrance Standards, available on the City's website at <http://www.torranceca.gov/13023.htm>, and the California MUTCD 2014 Edition.

Task 4: Utility Research & Notification

The Consultant shall research and obtain available existing utility records within the project limits; notify all utility agencies impacted by this project; and compile a Utility Notification and Response Log in a table format to include utility agency's name, dates of notification, persons notified, and responses received from utility agency. Copies of this information shall be provided to the City. Notifications shall include:

- Initial Utility Information Request, and all follow-up notifications for subsequent plan submittals
- Prepare to Relocate Notice (if applicable)
- Notice to Relocate (if applicable)

Utilities to be notified will include, but are not limited to: Southern California Edison, Pacific Bell Telephone, Verizon, GTE, Southern California Gas, Time Warner Cable, Water, Sewer and Storm Drain districts. Should no relocations be required, consultant shall obtain from each utility company a written confirmation as such prior to completing the design.

Task 5: Utility Potholing

The Consultant shall provide an allowance for utility potholing. Locations shall be based on information received from utility investigations. Consultant shall confirm with the City whether utilities shall be marked prior to or after the design topographical survey. Pothole locations and depths will be marked on the pavement surface and will show both horizontal location and depth from surface to the utility. From the utility research and utility potholing, Consultant will compile and incorporate utility information on the Base Sheets. Conflicts with existing utilities will be identified for resolution with the conflicting utility. Three (3) potholes are estimated.

Vendor shall provide traffic control, as required, during all pothole operations. Lane closures shall be in accordance with the City of Torrance Standards, available on the City's website at <http://www.torranceca.gov/13023.htm>, and the California MUTCD 2014 Edition.

Task 6: Utility Coordination

The Consultant shall coordinate with the utility agencies throughout the design phase and obtain utility "sign-offs". Proposed improvements are anticipated interfere with existing utilities in 238th Street. If required, Consultant shall obtain necessary permits that are required for construction of the project or utility relocation, from any agency or utility company.

Task 7: Base Sheets

The Consultant shall prepare base sheets utilizing the topographic/design survey, utility research data, and existing street, storm drain, sewer and water main improvement plans. The base plans shall be prepared with 1"=40' scale. Improvements on 238th Street are anticipated to need 1" = 20' Details.

Consultant shall data process all topography in AutoCAD Version 2011 or latest edition. Line styles will be conventional. Text annotation will be stored in layers separate from the graphic elements. An AutoCAD file containing layering, line styles and color specification will be provided by the Consultant to the Client, if requested. Locations of any property lines, centerlines or rights of ways shown on the topography shall be shown graphically from specified Datum.

The topographic file shall include the basis of horizontal and vertical control, north arrow, date of survey, Survey Crew Chief and supervising Licensed Land Surveyor review and sign off, notes and details.

Task 8: Design/Engineering

The selected Consultant will develop all design and engineering documents (bid package) to enable the City to advertise for installation of the proposed diversion system and basin outfall.

Design and Engineering documents shall include plan, profile and details fully describing the following project elements:

- Diversion Structure – on Los Angeles County Flood Control District storm drain Project No. 9814 – Unit 2.
- Installation of a Continuous Deflective Separation (CDS) unit that will capture trash and sediment before it goes into the basin. Hydrodynamic Separator
- Jacking Pit, Tunneling and casing within City's 10-ft. easement
- Gravity Main 24" in casing
- Inlet Headwall and Riprap inside basin
- Grading for Basin, Headwall and Access Road
- Monitoring Station in 238th Street or behind headwall inside basin. If monitoring station cannot be installed in 238th Street Right of Way, then a CMB access walkway will be needed inside the basin, to a monitoring station that could be located above the headwall. The existing access area on the west side of the basin needs to be cleared, have a CMB walkway installed and access gates. The access path on the north side of the basin needs to be cleared and repaired with CMB access walkway and safety railing installed
- Perimeter Fence Repair
- Street Restoration
- Traffic Control (detour plan)

Deliverables:

- Design schedule and updates
- Design plan submittal at the 30%, 60%, 90% and 100% final plans for City review and comments
- Necessary permits
- Preliminary and final cost estimates
- Final construction drawings and specifications
- Bid document to enable City to solicit contractor to construct diversion system

- i. 30 percent submittal- 5 full size paper copies of the Base Maps with facilities sized and located and utility relocations identified
- ii. 60 percent submittal- 5 full size paper copies of the design drawings and specifications
- iii. 90 percent submittal- 5 full size paper copies of the drawings and specifications. These are essentially complete plans, with details, as required for permitting and final review
- iv. Final submittal-1 copy each of engineer's estimate, construction schedule, camera-ready specifications, copies of permits and standard drawings, signed Mylar drawings and 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.)

Task 9: Permitting

Permits and permit fees. The consultant shall submit drawings and other required documents and obtain Los Angeles County Department of Public Works Los Angeles County storm drain connection permit. The City will pay permit application, review and issuing fees as required.

Task 10: Phenology Study

Phenology is the study of periodic plant and animal life cycle events and how these are influenced by seasonal and inter-annual variations in climate, as well as habitat factors, in this case the variations in water levels inside the basin due to the project. The Phenology Study (Time-Lapse Photography) is needed to confirm water depth and water infiltration rates at the existing basin. The Phenology Study needs to be conducted for at least one year, during a normal Rain Year.

Install time-lapse battery powered photography equipment and electronic archival software (Phenology Study). There is an existing, un-used power pole in the southeast corner of the basin that can be used to mount the camera system. There is no power service to this pole nor inside the basin.

City staff can be used to retrieve and send data from the time-lapse battery powered photography equipment and electronic archival software monthly.

Task 11: Habitat Restoration Plan

Develop Basin Habitat Restoration Plan to remove non-native flora and install drought resistant California Native plants, based on Phenology (time lapse photo) study.

A Habitat Restoration Plan will be prepared after the Phenology study is complete as a separate bid package. The proper planting through a Habitat Restoration Plan will ensure that the infiltration is maximized and that the basin landscape functions properly to help clean storm water through bio-filtration and slopes remain stable. The Habitat Restoration Plan will include a temporary irrigation system above the water line established by the Phenology Study. The water meter shall be located on Walnut Avenue and ran down the existing access road on the west side of the basin.

Deliverables:

- Habitat Restoration Plans and specifications at the 30%, 90% and 100% final stages for City review and feedback
- Cost Estimates

Task 12: Education / Outreach

Develop and distribute bi-lingual meeting notices for stakeholder groups and residents within ½ mile of project site. Notices via U.S. Mail and posts at City Hall, public library, and schools.

Prepare PowerPoint Presentation for City Commission, City Council and Community Meetings

Conduct community outreach meetings. Three (3) meetings estimated.

Design and Procure Educational Signage, similar to Educational Signage at Entradero Basin.

Develop Outreach Summary Report.

EXHIBIT B
PROPOSAL



Proposal to Provide Professional Engineering Design Services for the Walnut Stormwater Capture and Groundwater Replenishment Basin

June 26, 2017

SUBMITTED TO:

Mr. John Dettle, PE, Engineering Manager and
Mr. Wilson Mendoza, QSP, Assistant Engineer
City of Torrance
Office of the City Clerk
3031 Torrance Boulevard
Torrance, California 90503



1561 E. Orangethorpe Avenue, Suite 240
Fullerton, California 92831
(714) 526-7500 TEL | (714) 526-7004 FAX
www.cwecorp.com



City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

I. Scope of Work





City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

Scope of Work

The scope of work that follows contains a general outline of the required tasks. Proposals submitted should include a detailed all-inclusive scope of work.

Task 1 – Project Management, Communication and Data Collection

Project Manager: Consultant shall assign a project manager that will be the point of contact and coordinate all communication with City staff.

Project Kick-off Meeting: Meet with City of Torrance staff to discuss design parameters, site-specific conditions, project goals, and objectives. Obtain information such as Machado Lake Enhanced Watershed Management Program (EWMP), record drawings of existing infrastructure, soil test results, and other miscellaneous and applicable reports necessary to support project design.

Project Schedule and Progress Meetings: Consultant shall submit an initial schedule with key project milestones using the latest version of MS Project. The schedule shall be updated monthly and shall be provided with monthly Progress Payment.

Site Evaluation: The Consultant shall conduct a field inspection of 238th Street and the Walnut Basin, in order to perform the following:

- Verify record drawings and other data related to this project
- Identify all necessary improvements (*i.e.*, CMB access walkway and monitoring station).
- Create a photo log of key project areas.
- Conduct pre-construction photo monitoring at the Project site and submit to the City.

Consultant should schedule the City representative to be present during the site evaluation(s).

Task 2 – MRP, PAEP, QAPP Development

1. Prepare and submit, to the Grant manager for review and approval, a Monitoring and Reporting Plan (MRP) using a template or outline provided by the Grant Manager. The MRP becomes final upon Grant Manager approval.
- 2.1 Prepare and submit a Project Assessment and Evaluation Plan (PAEP) which describes the manner in which the Project performance will be assessed, evaluated, and reported to the Grant Manager



City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

for review and approval. The PAEP shall detail the methods of measuring and reporting Project benefits.

- 2.2 Prepare and submit a Monitoring Plan (MP) in a format provided by the Grant Manager. Changes to the MP shall be submitted to the Grant Manager for review and a decision regarding approval prior to implementation.
3. Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP) in accordance with the United States Environmental Protection Agency's (USEPA's) QAPP guidance document (EPA QA/G-5) or the State Water Board's Surface Water Ambient Monitoring Program's (SWAMP) QAPP and data reporting requirements, as appropriate for the proposed monitoring activities. Water quality monitoring data includes physical, chemical, and biological monitoring of any surface water. The QAPP shall be submitted to the Grant Manager for review and approval. A template for the USEPA QAPP is available from the Grant Manager.

Task 3 – Geotechnical Report

Provide a Report that includes a geotechnical analysis containing information and recommendations for slope stability, jacking pit shoring and structures in 238th Street.

The geotechnical work shall include investigation via one (1) boring, up to 25 feet in depth,(from bottom of basin) to provide data on soil strata underlying the basin.

The introduction of stormwater back into the Walnut Basin may cause erosion of the existing slopes. The geotechnical report shall also include an analysis and discussion of basin slope stability and any slope stabilization recommendations.

Provide one copy of the draft geotechnical report for review (PDF) and two hard copies of the final geotechnical report shall be provided and included in the bid documents.

Task 4 – Topographic/Design Survey

The Consultant shall perform a topographic survey to include all features that will influence the project design. The survey shall be in conformance with the State Land Surveyors Act and be performed under the direct supervision of a CA Registered Land Surveyor. Consultant shall use California State Plane Coordinate System, NAD83, Zone V, US Survey Feet. City will provide information for the City's easement.



City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

Tasks shall include the following:

1. Establish horizontal and vertical survey and construction control for the project.
2. Perform topographic survey, as required, and may include, but not be limited to:
 - Cross section elevations taken at 50-ft intervals. The sections will follow this format: all property lines (including private properties and right-of-way), back/front of walk, top of curb, flow line, edge of gutter/pavement, grade breaks and/or quarter points, pavement delineation and legends (striping, STOP bars, etc.), and the finish surface at centerline.
 - Locate all existing improvements within the street right-of-way (i.e. above ground utilities, manholes, valve covers, utility vaults and covers, sign posts, signs and sign copy, trees, utility poles, traffic signal poles, cross gutters, local depressions, catch basins, driveway openings, sidewalks, corner access ramps, fire hydrants, parkway drains, etc.).
 - Reduce data to a form showing centerline stationing, offset from centerline, and elevation.
 - Consultant shall tie out all centerline monuments prior to construction and identify them in the design survey.
 - Identify in the survey any other monuments, including those on tops of curbs, sidewalk or in the parkway.
3. Consultant shall sign, date and submit all original survey notes to the City within 15 working days after the completion of the survey. A PDF version is acceptable. The Consultant shall include this information in the appendices of the project specifications as reference for the Contractor.
4. Consultant shall provide traffic control, as required, during all survey operations. Lane closures shall be in accordance with the City of Torrance Standards, available on the City's website at <http://www.torranceca.gov/13023.htm>, and the California MUTCD 2012 Edition.

Task 5 – Utility Research & Notification

The Consultant shall research and obtain available existing utility records within the project limits; notify all utility agencies impacted by this project; and compile a Utility Notification and Response Log in a table format to include utility agency's name, dates of notification, persons notified, and responses received from utility agency. Copies of this information shall be provided to the City. Notifications shall include:

- Initial Utility Information Request, and all follow-up notifications for subsequent plan submittals
- Prepare to Relocate Notice (if applicable)
- Notice to Relocate (if applicable)



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Walnut Stormwater Capture and Groundwater Replenishment Basin

Utilities to be notified will include, but are not limited to: Southern California Edison, Pacific Bell Telephone, Verizon, GTE, Southern California Gas, Time Warner Cable, Water, Sewer and Storm Drain districts. Should no relocations be required, consultant shall obtain from each utility company a written confirmation as such prior to completing the design.

Task 6 – Utility Potholing

The Consultant shall provide an allowance for utility potholing. Locations shall be based on information received from utility investigations. Consultant shall confirm with the City whether utilities shall be marked prior to or after the design topographical survey. Pothole locations and depths will be marked on the pavement surface and will show both horizontal location and depth from surface to the utility. From the utility research and utility potholing, Consultant will compile and incorporate utility information on the Base Sheets. Conflicts with existing utilities will be identified for resolution with the conflicting utility. Three (3) potholes are estimated.

Task 7 – Utility Coordination

The Consultant shall coordinate with the utility agencies throughout the design phase and obtain utility “sign-offs”. Proposed improvements are anticipated to interfere with existing utilities in 238th Street. If required, Consultant shall obtain necessary permits that are required for construction of the project or utility relocation, from any agency or utility company.

Task 8 – Base Sheets

The Consultant shall prepare base sheets utilizing the topographic/design survey, utility research data, and existing street, storm drain, sewer and water main improvement plans. The base plans shall be prepared with 1”=40’ scale. Improvements on 238th Street are anticipated to need 1” = 20’ Details.

Consultant shall data process all topography in AutoCAD Version 2011 or latest edition. Line styles will be conventional. Text annotation will be stored in layers separate from the graphic elements. An AutoCAD file containing layering, line styles and color specification will be provided by the Consultant to the Client, if requested. Locations of any property lines, centerlines or rights of ways shown on the topography shall be shown graphically from specified Datum.

The topographic file shall include the basis of horizontal and vertical control, north arrow, date of survey, Survey Crew Chief and supervising Licensed Land Surveyor review and sign off, notes and details.





City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

Task 9 – Design/Engineering

The selected Consultant will develop all design and engineering documents (bid package) to enable the City to advertise for installation of the proposed diversion system and basin outfall.

Prepare a Design Report that includes a geotechnical analysis to inform the design plans and specifications.

Design and Engineering documents shall include plan, profile and details fully describing the following project elements:

- Diversion Structure – on Los Angeles County Flood Control District storm drain Project No. 9814 – Unit 2.
- Installation of a Continuous Deflective Separation (CDS) unit that will capture trash and sediment before it goes into the basin. Hydrodynamic Separator
- Jacking Pit, Tunneling and casing within City's 10-ft. easement
- Gravity Main 24" in casing
- Inlet Headwall and Riprap inside basin
- Grading for Basin, Headwall and Access Road
- Monitoring Station and Flow Meter in 238th Street or behind headwall inside basin. If monitoring station cannot be installed in 238th Street Right of Way, then a CMB access walkway will be needed inside the basin to a monitoring station that could be located above the headwall. The existing access area on the west side of the basin needs to be cleared, have a CMB walkway installed and access gates. The access path on the north side of the basin needs to be cleared and repaired with CMB access walkway and safety railing installed
- Perimeter Fence Repair
- Street Restoration
- Traffic Control (detour plan)

Deliverables:

- Design schedule and updates
- Design Report (30% design)
- Design plan submittal at the 50%, 90% and 100% final plans for City review and comments



City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

- Necessary permits
- Preliminary and final cost estimates
- Final construction drawings and specifications and Bid Schedule
- Bid document to enable City to solicit contractor to construct diversion system
 - i. Design Report including geotechnical recommendations and groundwater study - 5 reduced size paper copies of the Base Maps with facilities sized and located and utility relocations identified
 - ii. 50 percent submittal- 5 full size paper copies of the design drawings and specifications
 - iii. 90 percent submittal- 5 full size paper copies of the drawings and specifications. These are essentially complete plans, with details, as required for permitting and final review
 - iv. Final submittal-1 copy each of engineer's estimate, construction schedule, camera-ready specifications, copies of permits and standard drawings, signed Mylar drawings and 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.)

Task 10 – Permitting

Permits and permit fees. The consultant shall submit drawings and other required documents and obtain Los Angeles County Department of Public Works Los Angeles County storm drain connection permit. The City will pay permit application, review and issuing fees as required.

Task 11 – Phenology Study

Phenology is the study of periodic plant and animal life cycle events and how these are influenced by seasonal and inter-annual variations in climate, as well as habitat factors, in this case the variations in water levels inside the basin due to the project. The Phenology Study (Time-Lapse Photography) is needed to confirm water depth and water infiltration rates at the existing basin. The Phenology Study needs to be conducted for at least one year, during a normal Rain Year.

Design time-lapse solar powered photography equipment and electronic archival software (Phenology Study) to be installed by the construction contractor. There is an existing, un-used power pole in the southeast corner of the basin that can be used to mount the camera system. There is no power service to this pole nor inside the basin.



City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

City staff can be used to retrieve and send data from the time-lapse solar powered photography equipment and electronic archival software monthly.

Task 12 – Education / Outreach

Develop bi-lingual meeting notices for stakeholder groups and residents. Notices will be provided in electronic format and the City will mail via U.S. Mail and post at City Hall, public library, and schools.

Prepare one (1) PowerPoint Presentation that can be used for City Commission, City Council and Community Meetings

Attend one (1) outreach meeting to inform the public of the purpose, closure, and timelines of the project construction activities. Submit outreach materials and photo documentation to the City.

Design, procure and deliver Educational Signage, similar to Educational Signage at Entradero Basin.

Develop Outreach Summary Report.



Fee Proposal

Task 1: Project Management, Communication, and Data Collection			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Senior Project Manager	45	\$228	\$10,260
Project Engineer	9	\$141	\$1,269
Project Coordinator	9	\$84	\$756
Subconsultant	N/A	N/A	\$3,234
Direct Expenses – Mileage	N/A	N/A	\$263
Total Price Task 1			\$15,782
Task 2: MRP, PAEP, QAPP Development			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Principal	4	\$232	\$928
Senior Environmental Scientist	24	\$143	\$3,432
Environmental Scientist	40	\$119	\$4,760
Environmental Analyst	80	\$88	\$7,040
Total Price Task 2			\$16,160
Task 3: Geotechnical Report			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Senior Project Manager	1	\$228	\$228
Senior Engineer	2	\$161	\$322
Project Coordinator	1	\$84	\$84
Subconsultant	N/A	N/A	\$10,560
Total Price Task 3			\$11,194
Task 4: Topographic/Design Survey			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Staff Engineer	8	\$117	\$936
Licensed Surveyor	42	\$152	\$6,384
CAD Designer	8	\$95	\$760
Total Price Task 4			\$8,080
Task 5: Utility Research and Notification			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Staff Engineer	16	\$117	\$1,872
Direct Expenses	N/A	N/A	\$75
Total Price Task 5			\$1,947
Task 6: Utility Potholing			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Project Coordinator	1	\$84	\$84
Subconsultant	N/A	N/A	\$7,387
Total Price Task 6			\$7,471





City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

Task 7: Utility Coordination			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Senior Project Manager	4	\$228	\$912
Task Leader	8	\$174	\$1,392
Project Engineer	12	\$141	\$1,692
Staff Engineer	24	\$117	\$2,808
Total Price Task 7			\$6,804
Task 8: Base Sheets			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Task Leader	10	\$174	\$1,740
Project Engineer	24	\$141	\$3,384
CAD Designer	12	\$95	\$1,140
Total Price Task 8			\$6,264
Task 9: Design/Engineering			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Principal	8	\$232	\$1,856
Senior Project Manager	22	\$228	\$5,016
Task Leader	28	\$174	\$4,872
Senior Engineer	56	\$161	\$9,016
Project Engineer	76	\$141	\$10,716
Staff Engineer	84	\$117	\$9,828
CAD Designer	72	\$95	\$6,840
Project Coordinator	5	\$84	\$420
Subconsultant	N/A	N/A	\$24,024
Total Price Task 9			\$72,588
Task 10: Permitting			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Task Leader	8	\$174	\$1,392
Direct Costs – Mileage	N/A	N/A	\$33
Total Price Task 10			\$1,425
Task 11: Phenology Study			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Senior Project Manager	4	\$228	\$912
Project Engineer	24	\$141	\$3,384
Direct Costs – Mileage	N/A	N/A	\$75
Total Price Task 11			\$4,371
Task 12: Education/Outreach			
Staff Description	No. of Hours	Labor Cost/hr (\$)	Cost
Senior Project Manager	6	\$228	\$1,368
Task Leader	12	\$174	\$2,088
Project Engineer	8	\$141	\$1,128
Project Coordinator	60	\$84	\$5,040





City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

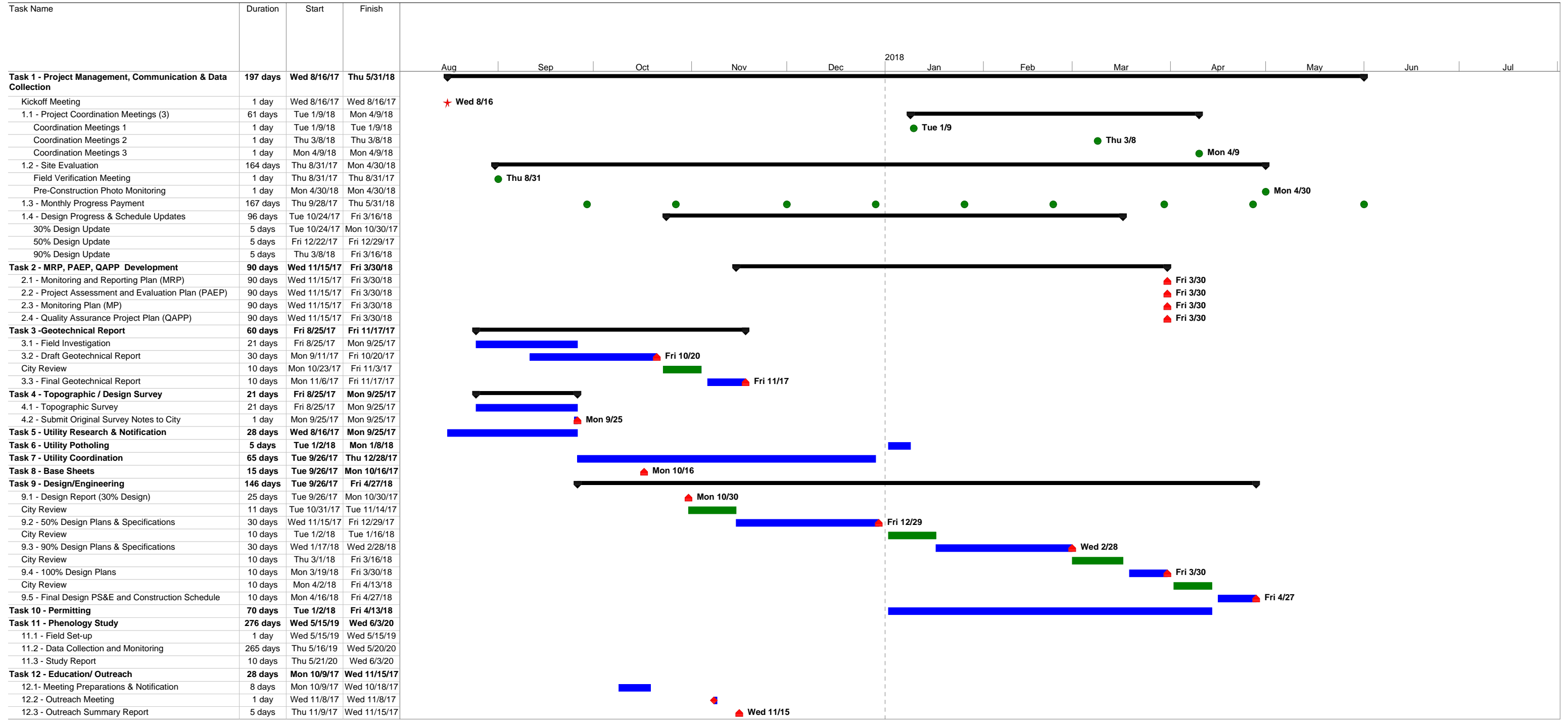
Subconsultant	N/A	N/A	\$7,766
Direct Costs – Other Direct Costs	N/A	N/A	\$2,000
Total Price Task 12			\$19,390

Total Price Proposal = \$171,476





Project Schedule



Task █ Kickoff Meeting ★ Deliverable ▲ Meeting ● Summary Review





City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

II. Proposal Submittal Form

Creating a better tomorrow, today.™



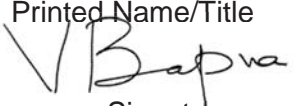
SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

CWE
Name of Company

1561 E. Orangethorpe Avenue, Suite 240	Fullerton, California	92831
Street Address	City	Zip Code
(714) 526-7500 Ext. 212	(714) 526-7004	
Telephone Number	Fax Number	
Vik Bapna / Principal	vbapna@cwecorp.com	
Printed Name/Title	E-Mail Address	
	June 26, 2017	
Signature	Date	

Form of Business Organization: Please indicate the following (check one);

Corporation Partnership Sole Proprietorship Other: _____

Do you have a Parent Company?: No Yes, _____
(Name of Parent Company)

Do you have any Subsidiaries?: No Yes, _____
(Name of Subsidiary Company)

Business History:

Years in business under your current name and form of business organization? 11 Years
If less than three (3) years and your company was in business under a different name, what was that name?
N/A

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information:

Vik Bapna	Principal
Printed Name	Title
(714) 526-7500 Ext. 212	vbapna@cwecorp.com
Telephone	E-Mail Address

Proposal Submittal (continued):

Vendor Name: CWE

Addenda Received: Please indicate addenda information you have received regarding this RFP:

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? No

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

<u>Vik Bapna</u>	<u>Principal</u>
Name	Title
<u>(714) 526-7500 Ext. 212</u>	<u>vbapna@cwecorp.com</u>
Telephone Number	Email Address
<u>(714) 526-7004</u>	
Fax Number	

Contract Representative:

Please provide the name of the individual at your company who will be responsible for administering this contract.

<u>Jason Pereira</u>	<u>Principal</u>
Name	Title
<u>(714) 526-7500 Ext. 211</u>	<u>jpereira@cwecorp.com</u>
Telephone Number	Email Address
<u>(714) 526-7004</u>	
Fax Number	

Vendor Name: CWE

Sub Contractors:

If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

Yes, we will be using sub contractors and have listed their contact information below.

No, we will not be using any sub contractors for this project.

<u>Carollo Engineers, Inc.</u> Company Name	<u>Miko Aivazian, PE</u> Name of Contact	<u>Principal Infrastructure Engineer</u> Title
<u>(213) 279-3319</u> Telephone Number	<u>(213) 572-0361</u> Fax Number	<u>maivazian@carollo.com</u> Email Address

<u>Terracon Consulting Engineers, Inc.</u> Company Name	<u>Fred Buhamdan, PE, PMP</u> Name of Contact	<u>Senior Project Manager</u> Title
<u>(949) 864-2070</u> Telephone Number	<u>(949) 261-6110</u> Fax Number	<u>fred.hamdan@terracon.com</u> Email Address

Additional sheet attached.

Please explain the working relationship between your company and the sub contractor.

CWE will work with four subconsultants to complete this project. Carollo Engineers, Inc. (Carollo) will provide design support and prepare specifications and estimates. Terracon Consulting Engineers, Inc. (Terracon) will provide all geotechnical engineering services on the project. AirX Utility Surveyors (AirX) will complete all utility potholing tasks for the project. Murakawa Communications will lead the project's public outreach and education efforts.

This team has worked together on several projects, including the City of Torrance Stormwater Basin and Treatment Wetlands Enhancement, City of Los Angeles Laurel Canyon Boulevard Green Street Design-Build, City of Torrance North Well Field Phase II Design, and City of Beverly Hills Burton Way Median Green Street projects, among many others.

Proposal Submittal (continued):

Vendor Name: CWE

- **Firm's Background and Recent Experience with Similar Projects**
- **Firm's References**
- **Candidate References**
- **Project Understanding and Proposed Services**

In the space below, please provide a narrative explaining your background and recent experience with similar projects; list Firm's and Candidates' references; and project understanding as they relate to the scope of work identified in this RFP. (Attach additional sheets if more space is needed. Alternatively, a vendor may use its own sheets to provide the requested information. If so, please indicate on this sheet where in your Proposal the information can be found.)

CWE has designed numerous stormwater capture and groundwater recharge benefit projects, and we are a recognized trailblazer in the design of innovative projects that enhance water quality, protect the environment, and improve quality of life for local communities. We have planned and designed more award-winning regional BMP projects than any other firm in Southern California.

CWE designed and provided construction management for the City of Torrance Stormwater Basin and Treatment Wetlands Enhancement project. This project received a total of seven awards from the APWA, ENR, ASCE, CASQA, and Storm Water Solutions magazine. CWE designed two treatment wetlands, two infiltration basins, and 300 feet of pressured storm drain piping to retain, treat, and infiltrate stormwater runoff to help the City comply with the Santa Monica Bay Beaches Bacteria Total Maximum Daily Load (TMDL). CWE performed a topographic and boundary survey of each basin and coordinated a geotechnical investigation for the design of earthwork, pipelines, structures, other site improvements, and infiltration capabilities of three basins. A wetlands sustainability analysis was performed to evaluate dry-weather inflows, evaporation, evapotranspiration, and infiltration, and ensure the long-term functionality of the wetlands system. CWE conducted a hydrologic analysis using the Modified Rational Method (MODRAT) in Watershed Modeling System (WMS) to evaluate the reservoir routing and pumping from the interconnected wetlands/detention basin system under Capital Flood and Standard Urban Stormwater Mitigation Plan (SUSMP) conditions. Water quality modeling determined the reduction in pollutant loads. The estimated annual pollutant load reduction for this project is 91%. Using the stormwater for irrigation reduces the potable water demand by approximately 2,800,000 gallons annually. The project included designing and preparing construction documents for the proposed improvements, including: site grading, roadway paving, recycled water line, and piping plans; retaining (continued on page 21)

Proposal Submittal (continued):

Vendor Name: CWE

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **Don't include the City of Torrance as a reference for this RFP.**

1	Name of Company/Agency:	LA Sanitation - City of Los Angeles
	Street Address:	1149 S. Broadway, 10th Floor
	City: State, Zip Code:	Los Angeles, California 90015
	What Product/Service did you provide to this Company/Agency?	CWE designed a capture project to route urban and stormwater runoff from an existing 48-inch reinforced concrete storm drain pipe into a BMP system.
	Name of Person to Contact:	Wing Tam, PE
	Phone Number of Contact:	(213) 485-3985
	Email Address of Contact:	wing.tam@lacity.org
2	Name of Company/Agency:	City of Santa Monica
	Street Address:	1437 4th Street, Suite 300
	City, State Zip Code:	Santa Monica, California 90401
	What Product/Service did you provide to this Company/Agency?	CWE designed a project that taps into an existing storm drain line running along a school athletic field and Los Amigos Park, routes stormwater and dry-weather flows from the storm drain through a vortex system using a diversion structure into a subsurface water-tight cistern, treats runoff with a UV system, and delivers treated water to the park irrigation system and indoor plumbing for toilet flushing.
	Name of Person to Contact:	Allan Sheth, PE
	Phone Number of Contact:	(310) 458-8732
	Email Address of Contact:	allan.sheth@smgov.net
3	Name of Company/Agency:	City of Long Beach
	Street Address:	333 W. Ocean Boulevard, 9th Floor
	City, State Zip Code:	Long Beach, California 90802
	What Product/Service did you provide to this Company/Agency?	CWE designed water quality systems to reduce local sources of contamination by eliminating dry-weather discharges to the Los Angeles River Estuary and Outer Harbor and remove sediment and trash.
	Name of Person to Contact:	Anthony Arevalo
	Phone Number of Contact:	(562) 570-6023
	Email Address of Contact:	anthony.arevalo@longbeach.gov

Proposal Submittal (continued):

Vendor Name: CWE

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and 4 copies of your RFP Submittal?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page <u>11</u> of this RFP?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>21</u> of our submittal.
Did you complete a project proposal as described in the Technical Requirements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda if any issued by the City?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are your Wage Rates included? (Prevailing wage rates must be used for those whose job classification is considered by the State of California as a prevailing wage classification.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>9</u> of our submittal.
Did you include References?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>19</u> of our submittal
Did you provide a Price Proposal in format provided in RFP?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>9</u> of our submittal
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Page <u>26</u> of our submittal



Firm's Background and Recent Experience with Similar Projects

(continued from page 18) walls; park lighting and signage; stream channel and infiltration basin design; trails, viewing areas, and landscaping details; a water-tight system for irrigation; inlet and outlet structures; bridge structures; culverts, 20-cfs flood control pump station, and several irrigation pump stations, and other control structures; electrical and mechanical plans; and Supervisory Control and Data Acquisition (SCADA) plans. The project also included placement of new trash sweeping signage and catch basin screens throughout the basin subwatersheds. The project included coordination with the Los Angeles County Flood Control District (LACFCD). Special consideration was given to protect the burrowing owl and legless lizard habitat. CWE performed legless lizard surveys prior to and during construction. Specifications per Greenbook and special provisions and estimates were prepared.



"CWE did an exceptional job of explaining issues and providing engineering data to stakeholders to move the project along. CWE provided work that exceeded our expectations in terms of quality, accuracy, and innovation. The project reports and submittals were exemplary, submitted on-time, and when needed, comments were addressed in a timely manner."

**- John Dettle, PE, Engineering Manager
City of Torrance**



CWE also recently designed the City of Santa Monica Los Amigos Stormwater Harvesting and Direct Use Demonstration project, which received the 2017 CASQA Outstanding Stormwater Sustainability Project Award and the *Storm Water Solutions* Top Stormwater and Erosion Control Project Award. CWE designed a demonstration project that taps into an existing storm drain line running along a school athletic field and the City of Santa Monica's Los Amigos Park, routes stormwater and dry-weather flows from the storm drain through a vortex system using a diversion structure into a subsurface water-tight cistern, treats the stormwater and dry-weather runoff with an Ultraviolet (UV) treatment system, and delivers highly treated water to the park irrigation system and indoor plumbing for toilet flushing. The project's purpose is to demonstrate the feasibility of harvesting





City of Torrance

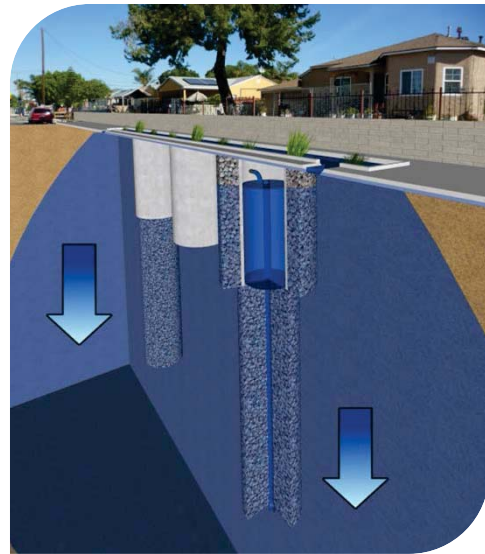
Walnut Stormwater Capture and Groundwater Replenishment Basin

local water resources, including storm drain flows, to decrease potable water use, reduce polluted urban runoff discharge to the receiving water body, and protect the future of California's water supply. CWE designed a UV treatment train system that treats approximately 80 gallons per minute (gpm). A jack-and-bore approach was also designed and implemented to reduce construction disturbance within the street. Tasks included: developing a project study report; conducting a geotechnical investigation and utility search; preparing PS&Es; coordinating with the LACFCD; obtaining regulatory approvals from the California Coastal Commission (CCC), Department of State Architect (DSA), and the Los Angeles County Department of Public Health (DPH); performing public education and outreach; providing construction support; preparing a Sampling and Analysis Plan (SAP); assisting the City with report preparation; and designing educational signage.

"For civil design projects requiring skillful, nuanced engineering and a responsive and flexible team, I recommend CWE wholeheartedly."

**- Allan Sheth, Civil Engineering Associate
City of Santa Monica, Public Works Department**

CWE designed and provided construction management for the City of Los Angeles Laurel Canyon Boulevard Green Street Design-Build project. This project received the 2017 CASQA Outstanding Stormwater BMP Implementation Project Award. CWE designed roadway widening, sidewalk improvements, and bioretention systems including dry-wells along 1,000 linear feet of Laurel Canyon Boulevard for LA Sanitation – City of Los Angeles and the Los Angeles Conservation Corps. The project will provide increased groundwater recharge, reduce flooding impacts, enhance water quality, protect compatible beneficial uses, and improve the neighborhood quality of life. To accomplish this, CWE designed a series of bioretention swales along Laurel Canyon Boulevard between Kagel Canyon Street and Terra Bella Street with curb, gutter, and sidewalk improvements. This project collects stormwater runoff from a 125-acre drainage area.





City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin



CWE also designed the City of Los Angeles Garvanza Park Rainwater Capture and Use project, which received the CASQA Outstanding Stormwater BMP Implementation Award.

Garvanza Park was retrofitted to enhance the water quality of runoff from an 85-acre watershed by retaining over one million gallons of urban runoff during each storm event. CWE assisted LA Sanitation – City of Los Angeles and North East Trees by conducting a study and design analysis to determine the feasibility of routing urban and stormwater runoff from an

existing 48-inch reinforced concrete storm drain pipe into a BMP system. The system consists of a hydrodynamic separator and settling basin, one water-tight subsurface detention gallery, and one subsurface infiltration gallery for onsite landscape irrigation use and infiltration. Investigative and engineering design services included assessing the existing storm drain, performing a drainage analysis, delineating and characterizing the tributary watershed, performing hydrologic and hydraulic calculations and modeling, preparing a project feasibility report summarizing hydrology study findings and anticipated pollutant loads, performing a topographic ground survey and utility search, potholing, supervising a geotechnical analysis including infiltration testing and shoring analysis, developing conceptual sketches, designing stormwater treatment BMP infrastructure, storm drain modification, pump station design, SCADA system, preparing design plans (including grading, drainage, and erosion control), and preparing a Stormwater Pollution Prevention Plan (SWPPP). Additionally, the project provided for inline gross pollutant detection system that activated valves to shut the system down in cases of emergency. CWE also provided construction administration services, including supervision and inspections during the project's construction phase, as well as water quality sampling to evaluate project effectiveness.

"I strongly recommend using CWE for any civil engineering projects you may be considering."

**– Wing Tam, PE Assistant Division Manager
LA Sanitation – City of Los Angeles**

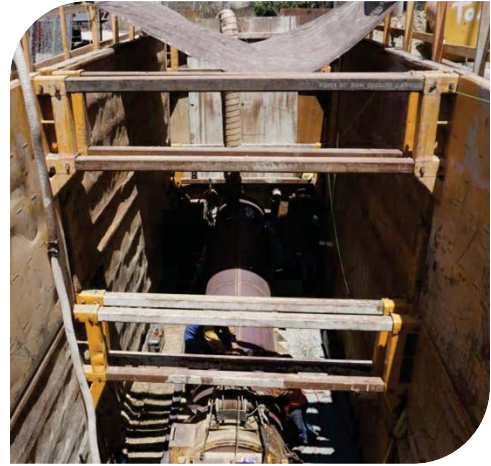
CWE also has extensive experience with the City of Torrance and other public agency clients in the immediate local area. We recently completed design for the City of Torrance North Well Field Phase II Design project to upgrade the City's domestic water system. The project included well numbers 9 and 11, an access road, utilities, a three million-gallon water tank, and a booster pump station at the Yukon site located west of Yukon Elementary School in north Torrance. The Phase II design provided the City with final PS&Es for water and storm drain piping south of I-405 and connected to the existing City water and County storm drain systems near West 182nd Street. The Phase II design included the water main from the City's Well Number 9 situated in McMaster Park, south in Yukon Avenue to an existing



City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

connection in front of Yukon Elementary School. In addition to the water line, this project included a 48-inch overflow/storm drain to be installed under I-405 and connect to the existing County storm drain near West 182nd Street. Tasks included: design for jack-and-bore installation of 48-inch-diameter steel casing for 30-inch diameter concrete storm drain pipe; data gathering; utility research, including potholing; permit processing for Caltrans and LACFCD; performing a design survey and hydraulic analysis; and preparing PS&Es. CWE also provided bid and construction support for this project. Other projects for the City include the Machado Lake Trash Screen Catch Basin Retrofit and Construction Inspection for Optimized Street Sweeping projects.





City of Torrance

Walnut Stormwater Capture and Groundwater Replenishment Basin

V. Proposed Alternative Language to City's Pro Forma Consulting Services Agreement

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Proposed Alternative to City's Pro Forma Consulting Services Agreement

The following is CWE's proposed alternative to the City's Pro Forma Consulting Services Agreement. We propose the following changes to Section 15 Indemnification. We have crossed out a portion and proposed an alternative in the underlined text.

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") 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, subCONSULTANTS or vendors. ~~CONSULTANT's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates.~~ CONSULTANT shall not indemnify, defend and hold harmless City Affiliates 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 City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates 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.