

Council meeting of
April 10, 2012

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

Members of Council:

SUBJECT: Public Works – Award agreements for Western Avenue and Rolling Hills Road Water Main Replacement and Anza Avenue Medians and Parks Projects. Expenditure: \$1,893,824.31

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve the plans and specifications for the Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. I-107 and Recycled Water Retrofits for Anza Avenue Medians and Parks Project, CIP No. I-78 (B2012-01);
2. Award a public works agreement to the lowest bidder Steven Doreck Equipment Rentals, Inc., in the amount of \$1,623,764.10;
3. Authorize a 5% contingency in the amount of \$81,188.21;
4. Award a contract services agreement for construction inspection to KOA Corporation-CBM Consulting, in the amount of \$102,400;
5. Award a contract services agreement for geotechnical services to Geo-Environmental, Inc. in the amount of \$36,472; and
6. Appropriate an additional \$98,910.92, which includes \$50,000 for project management, to CIP No. I-107 from the Water Enterprise Fund balance.

Funding

Funding is available from CIP No. I-107 and CIP No. I-78 with an additional \$98,910.92 to be funded by the Water Enterprise Fund balance.

BACKGROUND

Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. I-107

The 69 year old 12 inch cast iron water main in Western Avenue has failed twice in the last two years, between 190th Street and Del Amo Boulevard. While Western Avenue is a State Highway and maintained by Caltrans, the water line and any street repair due to a water main break is the responsibility of the City. The City was about to proceed with street repairs caused by the first water main break when the second water main break occurred.

Staff has identified this project as a priority because both water main failures require extensive pavement repairs and because of the potential for future main breaks. Western Avenue is a major north/south arterial roadway and main breaks have severe traffic impacts for the City of Torrance and the businesses in the area. The line was also identified for replacement in the 2002 Water System Master Plan.

Also included with this project is the replacement of 650 feet of existing 8 inch cast iron pipe in Rolling Hills Road, from Crenshaw Boulevard to the southerly city boundary. This pipe was installed in 1975 and has failed twice in the past 3 years.

Recycled Water Retrofits for Anza Avenue Medians and Parks Project, CIP No. I-78

West Basin Municipal Water District completed the installation of the recycled water line in Anza Avenue from 190th Street to Calle Mayor and a pumping station located in West High School in 2011. With the implementation of this project the City will be able to irrigate the medians on Anza Avenue between Torrance Boulevard and Calle Mayor and City parks within the vicinity of Anza Avenue with recycled water. City parks that will be retrofitted to use recycled water are: Seaside Heros Park, La Paloma Park, Victor Park, and Paradise Park.

ANALYSIS

There were 9 construction firms that responded to the City's Bid Proposal for the construction of the Western Avenue Water Replacement Project. Costs for construction ranged from \$1,624,000 to \$2,295,000. The engineer's estimate was between \$1,800,000 and \$2,000,000.

The 9 construction firms are:

Steven Doreck Equipment Rentals, Inc.	\$ 1,623,764.10
J De Sigid Construction, Inc.	\$ 1,678,708.00
Minako America Corporation, dba Minco Construction	\$ 1,923,815.00
Palp, Inc., dba Excel Paving Company	\$ 1,994,295.00
MNR Construction	\$ 2,075,747.80
Blois Construction	\$ 2,096,810.00
Vido Artukovich & Son, Inc.	\$ 2,193,150.00
Lonerock, Inc.	\$ 2,275,381.00
J A Salazar Construction and Supply Corp.	\$ 2,294,563.89

The lowest bidder was Steven Doreck Equipment Rentals, Inc. Staff checked their references and found them to be in good standing. This firm has also worked for the City of Torrance on the North Torrance Water Replacement Project in 2009 and their work was satisfactory.

The City received four proposals for inspection services for this project. The prices ranged from \$80.00 to \$125.00 per hour. The proposal from KOA Corporation was for \$80.00 per hour (\$102,400.00) and the inspector assigned to this project also worked on the City of Torrance T-1 Vault Upgrades Project. Staff was pleased with the inspector's work on that project.

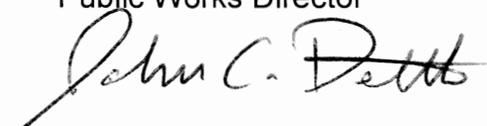
The City received five proposals for geotechnical services for this project. Prices ranged from \$24,198.00 to \$147,318.60. Geo Environmental, Inc. was the third lowest proposer. Their hourly and testing rates were the lowest with twice the hours of service compared to other two low proposals. Geo-Environmental has quoted the City a price of \$36,472.00 for geotechnical services for this project. Geo Environmental has provided the City with geotechnical services on various projects since 2003.

Staff is also requesting \$50,000.00 for project management for a total additional appropriation of \$98,910.92 for a total budget of \$2,072,910.92

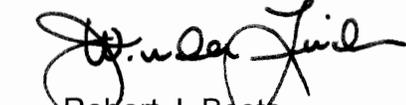
Budgeted:	CIP No. I-107	\$1,800,000.00
	CIP No. I-78	<u>174,000.00</u>
	Total	\$1,974,000.00
Expenses:	CIP No. I-107(Design & Staff Time)	175,661.44
	CIP No. I-107(Design & Staff Time)	3,425.17
	Public Works Contract	1,623,764.10
	5% Contingency	81,188.21
	Inspection	102,400.00
	Geotechnical Services	36,472.00
	Project Management	<u>50,000.00</u>
	Total	\$2,072,910.92
	Deficit (Appropriation)	\$ 98,910.92

Respectfully Submitted,

ROBERT J. BESTE
Public Works Director


By: John C. Dettle, P.E.
Engineering Manager

CONCUR:


FOR Robert J. Beste
Public Works Director


LeRoy J. Jackson
City Manager

Attachments:

- A. Public Works Agreement
- B. Contract Services Agreement – Inspection Services
- C. Contract Services Agreement – Geotechnical Services
- D. Location map of Western Ave. Water Main Replacement
- E. Location map of Rolling Hills Road Water Main Replacement
- F. Location map of Anza Avenue medians & Park retrofits

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of April 10, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and STEPHEN DORECK EQUIPMENT RENTALS, INC., a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. I-107 and Recycled Water Retrofits for Anza Avenue Medians and Parks Project, CIP No. I-78;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. I-107 and Recycled Water Retrofits for Anza Avenue Medians and Parks Project, CIP No. I-78, Notice Inviting Bids No. B2010-01 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in

no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$1,623,764.10 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this

Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Stephen L. Doreck, Vice-President

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. **INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. **INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Combined single limits of \$2,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and

contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.

3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
 - C. The CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
 - D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
 - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
 - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

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

20. NOTICE

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

next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

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

CONTRACTOR: Stephen L. Doreck, Vice President
 Stephen Doreck Equipment
 Rentals, Inc.
 9050 Telegraph Road
 Pico Rivera, CA 90660
 Fax: (562) 261-5038

CITY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a municipal corporation

STEPHEN DORECK EQUIPMENT
RENTALS, INC., a California corporation

Frank Scotto, Mayor

By: _____
Stephen L. Doreck, Vice-President

ATTEST:

Sue Herbers, City Clerk

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

By: _____
Patrick Q. Sullivan
Assistant City Attorney

Attachments: Exhibit A: Bid

BIDDER'S PROPOSAL

Company: Stephen Doreck Equipment Rentals, Inc. Total Bid: 1,623,764.10

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF
 WESTERN AVENUE AND ROLLING HILLS ROAD
 WATER MAIN REPLACEMENT PROJECT, CIP No. I-107 AND
 RECYCLED WATER RETROFITS FOR THE ANZA AVENUE MEDIANS
 AND PARKS PROJECT, CIP No. I-78
 B2012-01

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

Members of the Council:

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

BID SCHEDULE A – ALTERNATIVE A
 WESTERN AVENUE AND ROLLING HILLS ROAD
 WATER MAIN REPLACEMENT PROJECT

Item	Quantity	Unit	Description	Unit Price	Total Bid
1	1	LS	Mobilization/Demobilization (5%).	\$ <u>60,500.00</u>	\$ <u>60,500.00</u>
2	1	LS	Furnish and install excavation safety measures, including adequate sheeting, shoring and bracing or equivalent methods for the protection of life and limb for construction of water mains and appurtenances per Section 6707 of California Labor Code.	\$ <u>11,200.00</u>	\$ <u>11,200.00</u>
3	4,231	LF	Furnish and install 12" inch diameter ductile iron pipe, CL-350, including fittings, thrust blocks, restrained joints, backfill per City Std. No. T701, potholing, replacing control detector loops, AC pavement replacement, restoration of surface features, dewatering and disposal of water, pressure and disinfection testing, and all appurtenances required for a complete system, in accordance with the plans and specifications and standard drawings.	\$ <u>151.50</u>	\$ <u>640,996.50</u>

4	404	LF	Furnish and install 8" inch diameter ductile iron pipe, CL-350, including fittings, thrust blocks, restrained joints, backfill per City Std. No. T701, potholing, replacing control detector loops, AC pavement replacement, restoration of surface features, dewatering and disposal of water, pressure and disinfection testing, and all appurtenances required for a complete system, in accordance with the plans and specifications and standard drawings.	\$ <u>143.00</u>	\$ <u>57,772.00</u>
5	282	LF	Furnish and install 6 inch diameter ductile iron pipe, CL-350, including fittings, thrust blocks, restrained joints, backfill per City Std. No. T701, potholing, replacing control detector loops, AC pavement replacement, restoration of surface features, dewatering and disposal of water, pressure and disinfection testing, and all appurtenances required for a complete system, in accordance with the plans and specifications and standard drawings	\$ <u>130.00</u>	\$ <u>36,660.00</u>
6	117	LF	Furnish and install 20 inch Steel Casing Per City of Torrance Std. No. T715, and in accordance with plans, specifications and standard drawings	\$ <u>390.00</u>	\$ <u>45,630.00</u>
7	1	EA	Provide Jacking Pit for jacking operation duration including drilling, reaming and installing of steel casing, backfill of pit, AC pavement replacement, and restoration of surface features, in accordance with plans, specifications and standard drawings.	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
8	1	EA	Provide Receiving Pit for jacking operation duration including drilling, reaming and installing of steel casing, backfill of pit, AC pavement replacement, and restoration of surface features, in accordance with plans, specifications and standard drawings.	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
9	12	EA	Furnish and install 12 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ <u>2,965.00</u>	\$ <u>35,580.00</u>
10	1	EA	Furnish and install 10 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ <u>2,250.00</u>	\$ <u>2,250.00</u>
11	4	EA	Furnish and install 8 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ <u>1,300.00</u>	\$ <u>5,200.00</u>
12	2	EA	Furnish and install 6 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ <u>945.00</u>	\$ <u>1,890.00</u>
13	2	EA	Furnish and install 4 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ <u>1,285.00</u>	\$ <u>2,570.00</u>

14	8	EA	Remove And Replace Existing Service Meter and Meter Boxes Per City Of Torrance Std. No. T702, T703 And T704 (Size To Be Verified)	\$ <u>2,200.00</u>	\$ <u>17,600.00</u>
15	8	EA	Furnish and install Fire Hydrant Assemblies including valve and piping per City Std. No. T706 in accordance with plans, specifications, and standard drawings.	\$ <u>7,825.00</u>	\$ <u>62,600.00</u>
16	1	EA	Furnish and install Air and Vacuum Release Valve including piping per City Std. No. T708 in accordance with plans, specifications and standard drawings.	\$ <u>4,095.00</u>	\$ <u>4,095.00</u>
17	1,950	SY	Remove and dispose portion of existing Western Ave Structural Section and Unclassified Materials to a depth of 6-Inches in accordance with the plans, specification and standard drawings.	\$ <u>7.30</u>	\$ <u>14,235.00</u>
18	1,950	SY	Construct 2-inches Asphalt Concrete (C2-PG64-10) Over 4-inches Asphalt Concrete (B-PG64-10) Over Compacted Sub-grade over portion of Western Ave in accordance with the plans, specification and standard drawings.	\$ <u>32.70</u>	\$ <u>63,765.00</u>
19	1,725	SY	Grind portion of existing Western Ave Section to a depth of 3-inches in accordance with the plans, specification and standard drawings.	\$ <u>6.20</u>	\$ <u>10,695.00</u>
20	1,725	SY	Construct 3-inches Asphalt Concrete (C2-PG64-10) over portion of Western Ave in accordance with the plans, specification and standard drawings.	\$ <u>17.00</u>	\$ <u>29,325.00</u>
21	6,556	SY	Apply Type II Slurry in accordance with plans, specifications and standard drawings	\$ <u>2.60</u>	\$ <u>17,045.60</u>
22	1	LS	Install Traffic Striping, Pavement Marking and Curb Marking, and in accordance with plans, specifications and standard drawings	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
23	1	LS	Furnish and install Traffic Control measures including: obtaining approvals and permits of plans, install Temporary Pavement Markers and delineation, install delineators, cones, signs, flashing arrow board, flag man, install temporary and permanent pavement markings and signs, restoration of striping, steel plating, lights for night work, and modifications to traffic signals in accordance with the plans, specification and standard drawings.	\$ <u>22,680.00</u>	\$ <u>22,680.00</u>
24	1	LS	Caltrans and LACDPW Permit and Fees	\$ <u>7,015.00</u>	\$ <u>7,015.00</u>
25	2	EA	Provide and Install Project Construction Signs Per City Std. No. T503.	\$ <u>840.00</u>	\$ <u>1,680.00</u>
26	4	EA	Provide Portable Changeable Message Signs (PCMS), in accordance with plans, specifications and standard drawings	\$ <u>11,760.00</u>	\$ <u>47,040.00</u>

27	1	LS	Install damaged Curb, Gutter, and Sidewalk to match existing, and in accordance with plans, specifications and standard drawings	\$ 5,000.00	\$ 5,000.00
28	1	LS	Abandon Valves, Hydrants, Blow off Assemblies, other Appurtenances, and in accordance with plans, specifications and standard drawings	\$ 5,000.00	\$ 5,000.00
29	1	LS	Prepare SWPPP-WPC Manual 2011, Erosion and Sediment Control Plan, submit NOI and NOT to meet NPDES Compliance and BMPs	\$ 1,500.00	\$ 1,500.00
30	500	CY	Crushed rock to replace unsuitable trench bottom material, including import, haul, compaction, complete. This is an allowance	\$25/cy	\$12,500

TOTAL BID PRICE FOR SCHEDULE A – ALTERNATIVE A: \$ 1,260,024.10
(Figures)*

TOTAL BID PRICE FOR SCHEDULE A – ALTERNATIVE A: One million two hundred
(Words)* sixty thousand twenty-four dollars and ten cents.

**BID SCHEDULE A – ALTERNATIVE B
WESTERN AVENUE AND ROLLING HILLS ROAD
WATER MAIN REPLACEMENT PROJECT
Cured-In-Place Pipe**

Item	Quantity	Unit	Description	Unit Price	Total Bid
1	1	LS	Mobilization/Demobilization (5%).	\$ _____	\$ _____
2	1	LS	Furnish and install excavation safety measures, including adequate sheeting, shoring and bracing or equivalent methods for the protection of life and limb for construction of water mains and appurtenances per Section 6707 of California Labor Code.	\$ _____	\$ _____
3	3,716	LF	Furnish and install 12" inch diameter ductile iron pipe, CL-350, including fittings, thrust blocks, restrained joints, backfill per City Std. No. T701, potholing, replacing control detector loops, AC pavement replacement, restoration of surface features, dewatering and disposal of water, pressure and disinfection testing, and all appurtenances required for a complete system, in accordance with the plans and specifications and standard drawings.	\$ _____	\$ _____
4	404	LF	Furnish and install 8" inch diameter ductile iron pipe, CL-350, including fittings, thrust blocks, restrained joints, backfill per City Std. No. T701, potholing, replacing control detector loops, AC pavement replacement, restoration of surface features, dewatering and disposal of water, pressure and disinfection testing, and all appurtenances required for a complete system, in accordance with the plans and specifications and standard drawings.	\$ _____	\$ _____
5	282	LF	Furnish and install 6 inch diameter ductile iron pipe, CL-350, including fittings, thrust blocks, restrained joints, backfill per City Std. No. T701, potholing, replacing control detector loops, AC pavement replacement, restoration of surface features, dewatering and disposal of water, pressure and disinfection testing, and all appurtenances required for a complete system, in accordance with the plans and specifications and standard drawings.	\$ _____	\$ _____
6	1	LS	Excavation and backfill of access/closure pits to water main line, including shoring, dewatering and disposing of water per NPDES permit and in accordance with plans, specifications for CIPP.	\$ _____	\$ _____

7	1	LS	Cleaning of existing water main. Closed Circuit Television (CCTV) for pre and post inspection of water main for CIPP.	\$ _____	\$ _____
8	580	LF	Lining of 12 inch cast iron pipe with Cured-In-Place Pipe (CIPP) FROM STA 9+35 to 15+15 installation of mechanical end seals, Hi-Lining installation and removal to two services on Del Amo Bl, Hydrostatic Pressure Test and chlorination of water main in accordance with plans, specifications	\$ _____	\$ _____
9	12	EA	Furnish and install 12 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
10	1	EA	Furnish and install 10 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
11	4	EA	Furnish and install 8 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
12	2	EA	Furnish and install 6 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
13	2	EA	Furnish and install 4 inch RW Gate Valve, including valve box assembly per City Std. No. T712, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
14	8	EA	Remove And Replace Existing Service Meter and Meter Boxes Per City Of Torrance Std. No. T702, T703 And T704 (Size To Be Verified)	\$ _____	\$ _____
15	8	EA	Furnish and install Fire Hydrant Assemblies including valve and piping per City Std. No. T706 in accordance with plans, specifications and standard drawings.	\$ _____	\$ _____
16	1	EA	Furnish and install Air and Vacuum Release Valve including piping per City Std. No. T708 in accordance with plans, specifications and standard drawings.	\$ _____	\$ _____
17	1,950	SY	Remove and dispose portion of existing Western Ave Structural Section and Unclassified Materials to a depth of 6-Inches in accordance with the plans, specification and standard drawings.	\$ _____	\$ _____
18	1,950	SY	Construct 2-inches Asphalt Concrete (C2-PG64-10) Over 4-inches Asphalt Concrete (B-PG64-10) Over Compacted Sub-grade over portion of Western Ave in accordance with the plans, specification and standard drawings.	\$ _____	\$ _____
19	1,725	SY	Grind portion of existing Western Ave Section to a depth of 3-inches in accordance with the plans, specification and standard drawings.	\$ _____	\$ _____

20	1,725	SY	Construct 3-inches Asphalt Concrete (C2-PG64-10) over portion of Western Ave in accordance with the plans, specification and standard drawings.	\$ _____	\$ _____
21	6,556	SY	Apply Type II Slurry in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
22	1	LS	Install Traffic Striping, Pavement Marking and Curb Marking, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
23	1	LS	Furnish and install Traffic Control measures including: obtaining approvals and permits of plans, install Temporary Pavement Markers and delineation, install delineators, cones, signs, flashing arrow board, flag man, install temporary and permanent pavement markings and signs, restoration of striping, steel plating, lights for night work, and modifications to traffic signals in accordance with the plans, specification and standard drawings.	\$ _____	\$ _____
24	1	LS	Caltrans and LACDRW Permit and Fees	\$ _____	\$ _____
25	2	EA	Provide and Install Project Construction Signs Per City Std. No. T503.	\$ _____	\$ _____
26	4	EA	Provide Portable Changeable Message Signs (PCMS), in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
27	1	LS	Install damaged Curb, Gutter, and Sidewalk to match existing, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
28	1	LS	Abandon Valves, Hydrants, Blow off Assemblies, other Appurtenances, and in accordance with plans, specifications and standard drawings	\$ _____	\$ _____
29	1	LS	Prepare SWPPP-WPC Manual 2011, Erosion and Sediment Control Plan, submit NOI and NOT to meet NPDES Compliance and BMPs	\$ _____	\$ _____
30	500	CY	Crushed rock to replace unsuitable trench bottom material, including import, haul, compaction, complete. This is an allowance	\$25/cy	\$12,500

TOTAL BID PRICE FOR SCHEDULE A – ALTERNATIVE B : \$ _____
 (Figures)*

TOTAL BID PRICE FOR SCHEDULE A - ALTERNATIVE B: _____
 (Words)*

**BID SCHEDULE B – REVISION 1
RECYCLED WATER RETROFITS FOR
ANZA AVENUE MEDIANS AND PARKS PROJECT**

Anza Avenue Medians					
Item	Quantity	Unit	Description	Unit Price	Total Bid
1	2	EA	Install 2 inch Recycled Water Meter and other Appurtenances, and in accordance with plans, specifications and standard drawings (meter provided by CWSC)	\$3,250.00	\$6,500.00
2	3	EA	Install 2 inch Recycled Water Meter and other Appurtenances, and in accordance with plans, specifications and standard drawings (meter provided by City of Torrance)	\$3,250.00 ⁹⁰	\$9,750.00
3	2	EA	Install 1 inch Recycled Water Meter and other Appurtenances, and in accordance with plans, specifications and standard drawings (meter provided by City of Torrance)	\$2,385.00	\$4,770.00
4	5	EA	Furnish and Install 2 inch PRV, 2 inch Wye-Strainer and other Appurtenances, and in accordance with plans, specifications and standard drawings	\$11,325.00	\$56,625.00
5	2	EA	Furnish and Install 1 inch PRV, 1 inch Wye-Strainer, and other Appurtenances, and in accordance with plans, specifications and standard drawings	\$9,360.00	\$18,720.00
7	1	LS	Construct Lateral to Connect East Medians Meter to Recycled Water Stub in accordance with plans, specifications and standard drawings	\$5,275.00	\$5,275.00
8	8	EA	Remove Existing Backflow Devices in accordance with plans, specifications and standard drawings	\$350.00	\$2,800.00
9	20	EA	Remove Hose Bib Connections and Cap Below Ground (Median North of Sepulveda) in accordance with plans, specifications and standard drawings	\$150.00	\$3,000.00
10	1	LS	Repair Damaged Landscape and Sidewalk in accordance with plans, specifications and standard drawings	\$2,500.00	\$2,500.00

11	34	EA	Furnish and Install Recycled Water Signs in accordance with plans, specifications and standard drawings	\$ <u>75.00</u>	\$ <u>2,550.00</u>
12	1	LS	Furnish and Install Identification RW Tagging and Marking in accordance with plans, specifications and standard drawings	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
13	3	EA	Abandon Existing 1 inch Potable Water Meter in accordance with plans, specifications and standard drawings	\$ <u>750.00</u>	\$ <u>2,250.00</u>
14	2	EA	Abandon Existing 2 inch Potable Water Meter in accordance with plans, specifications and standard drawings	\$ <u>750.00</u>	\$ <u>1,500.00</u>
15	1	LS	Furnish Traffic Control Plans and install Traffic Control measures including: obtaining approvals and permits of plans, delineators, cones, signs, flashing arrow board, flag man, install temporary and permanent pavement markings and signs, restoration of striping, in accordance with the plans, specification and standard drawings.	\$ <u>1,120.00</u>	\$ <u>1,120.00</u>

Sub-Total for Anza Avenue Medians

\$ 119,860.00

SEA SIDE HEROES PARK					
Item	Quantity	Unit	Description	Unit Price	Total Bid
1	1	LS	Install 2 inch Recycled Water Meter and 2 inch Recycled Water Service Connection and other Appurtenances in accordance with plans, specifications and standard drawings (meter provided by City of Torrance)	\$ <u>4,950.00</u>	\$ <u>4,950.00</u>
2	1	LS	Furnish and Install 2 inch PRV, 2 inch Wye-Strainer and Protective Enclosures and other Appurtenances in accordance with plans, specifications and standard drawings	\$ <u>6,850.00</u>	\$ <u>6,850.00</u>
3	35	LF	Furnish and Install 2 inch Purple PVC Pipe in accordance with plans, specifications and standard drawings	\$ <u>59.50</u>	\$ <u>2,082.50</u>
4	1	LS	Remove Existing Backflow Devices in accordance with plans, specifications and standard drawings	\$ <u>3,375.00</u>	\$ <u>3,375.00</u>
5	6	EA	Remove Flush Valve and Replace with RW Quick Coupler in accordance with plans, specifications and standard drawings	\$ <u>250.00</u>	\$ <u>1,500.00</u>
6	1	LS	Remove and replace Sidewalk in accordance with plans, specifications and standard drawings	\$ <u>2,800.00</u>	\$ <u>2,800.00</u>
7	10	EA	Furnish and Install Identification RW Tagging and Marking in accordance with plans, specifications and standard drawings	\$ <u>10.00</u>	\$ <u>100.00</u>
8	1	LS	Repair Damaged Landscape and Irrigation in accordance with plans, specifications and standard drawings	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
9	1	EA	Abandon Existing 2 inch Potable Water Meter in accordance with plans, specifications and standard drawings	\$ <u>750.00</u>	\$ <u>750.00</u>
10	1	LS	Furnish Traffic Control Plans and install Traffic Control measures including: obtaining approvals and permits of plans, delineators, cones, signs, flashing arrow board, flag man, install temporary and permanent pavement markings and signs, restoration of striping, in accordance with the plans, specification and standard drawings.	\$ <u>560.00</u>	\$ <u>560.00</u>

Sub-Total for Sea Side Heroes Park

\$ 25,467.50

LA PALOMA PARK					
Item	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	Connect to RW stub-out and Install New 1 ½ inch RW Meter and Meter Box in accordance with the plans, specification and standard drawings (Meter to be provided by City of Torrance)	\$ <u>5,125.00</u>	\$ <u>5,125.00</u>
2	1	LS	Furnish and Install 1 ½ inch Pressure Reducing Valve Assembly and 1 ½ inch Wye-Strainer assembly in accordance with the plans, specification and standard drawings.	\$ <u>8,025.00</u>	\$ <u>8,025.00</u>
3	50	LF	Furnish and Install 1 ½ inch Purple PVC Pipe (CL 315) from New 1 ½ inch RW Meter and Connect to Existing Irrigation Main in accordance with the plans, specification and standard drawings.	\$ <u>40.00</u>	\$ <u>2,000.00</u>
4	1	LS	Repair Damaged Landscape and Irrigation in accordance with plans, specifications and standard drawings	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
5	3	EA	Furnish and Install Recycled Water Signs and in accordance with plans, specifications and standard drawings	\$ <u>75.00</u>	\$ <u>225.00</u>
6	25	EA	Furnish and Install Identification RW Tagging and Marking in accordance with plans, specifications and standard drawings	\$ <u>10.00</u>	\$ <u>250.00</u>
7	1	LS	Concrete Repair in accordance with plans, specifications and standard drawings	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
8	18	EA	Remove Potable Water Quick Coupler and Replace with Recycled Water Quick Coupler in accordance with plans, specifications and standard drawings	\$ <u>100.00</u>	\$ <u>1,800.00</u>
9	1	EA	Abandon Existing 1 ½ inch Potable Water Meter in accordance with plans, specifications and standard drawings	\$ <u>750.00</u>	\$ <u>750.00</u>
10	105	LF	Construct Concrete Mow Curb in accordance with plans, specifications and standard drawings	\$ <u>32.50</u>	\$ <u>3,412.50</u>
11	35	CY	Place 4 inch thick of Decomposed Granite in accordance with plans, specifications and standard drawings	\$ <u>40.00</u>	\$ <u>1,400.00</u>
12	3	CY	Construct 4 ft x 4 ft x 4 inch thick and 8 ft x 10 ft x 4 inch thick with 5/8 inch rebar concrete pads in accordance with plans, specifications and standard drawings	\$ <u>1,120.00</u>	\$ <u>3,360.00</u>
13	1	LS	Relocate Picnic Tables, Trash Can, and BBQ in accordance with plans, specifications and standard drawings	\$ <u>500.00</u>	\$ <u>500.00</u>
14	1	LS	Abandon Sprinkler Heads in New Picnic area in accordance with plans, specifications and standard drawings	\$ <u>250.00</u>	\$ <u>250.00</u>

Sub-Total for La Paloma Park

\$ 32,097.50

PARADISE PARK					
Item	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	Install 3 inch RW Meter and Meter Box in accordance with plans, specifications and standard drawings (Meter to be provided by California Water Service Company)	\$ <u>12,925.00</u>	\$ <u>12,925.00</u>
2	1	LS	Furnish and Install 3 inch Pressure Reducing Valve (PRV) Assembly in accordance with plans, specifications and standard drawings	\$ <u>12,675.00</u>	\$ <u>12,675.00</u>
3	1	LS	Furnish and Install 3 inch Purple PVC Pipe (CL 315) from 3 inch RW meter to PRV and from PRV to existing Irrigation backbone in accordance with plans, specifications and standard drawings	\$ <u>2,125.00</u>	\$ <u>2,125.00</u>
4	1	LS	Install 1 inch PW Meter in accordance with plans, specifications and standard drawings (Meter to be provided by California Water Service Company)	\$ <u>1,720.00</u>	\$ <u>1,720.00</u>
5	1	LS	Furnish and Install 1 inch Reduced Pressure Assembly (Sinks and Drinking Fountain) in accordance with plans, specifications and standard drawings	\$ <u>5,985.00</u>	\$ <u>5,985.00</u>
6	1	LS	Furnish and Install 1 inch Reduced Pressure Assembly (Restrooms) in accordance with plans, specifications and standard drawings	\$ <u>5,985.00</u>	\$ <u>5,985.00</u>
7	1	LS	Repair Damaged Landscape and Sidewalk in accordance with plans, specifications and standard drawings	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
8	1	LS	Remove Existing 3 inch backflow Assembly in accordance with plans, specifications and standard drawings	\$ <u>750.00</u>	\$ <u>750.00</u>
9	1	LS	Remove Existing Fire Hydrant and Plug Valve and Construct Cap and thrust block below ground in accordance with plans, specifications and standard drawings	\$ <u>750.00</u>	\$ <u>750.00</u>
10	1	LS	Remove existing 3 inch Potable Water Meter and abandon existing Potable Water service lateral at the CWSC Potable Water main in accordance with plans, specifications and standard drawings	\$ <u>500.00</u>	\$ <u>500.00</u>
11	60	LF	Construct Concrete Mow Strip in accordance with plans, specifications and standard drawings	\$ <u>32.50</u>	\$ <u>1,950.00</u>
12	5	EA	Furnish and Install Recycled Water Signs in accordance with plans, specifications and standard drawings	\$ <u>75.00</u>	\$ <u>375.00</u>
13	1	LS	Furnish and Install Identification Recycled Water Tagging and Marking in accordance with plans, specifications and standard drawings	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
14	1	LS	Furnish and Install Identification Potable Water Tagging and Marking in accordance with plans, specifications and standard drawings	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
15	4	EA	Furnish and Install Hose Bib Vacuum Breakers in accordance with plans, specifications and standard drawings	\$ <u>50.00</u>	\$ <u>200.00</u>

16	21	EA	Remove Existing PW Quick Couplers and Replace w/ RW Quick Couplers in accordance with plans, specifications and standard drawings	\$ <u>100.00</u>	\$ <u>2,100.00</u>
17	120	LF	Construct Concrete Mow Strip in accordance with plans, specifications and standard drawings	\$ <u>32.50</u>	\$ <u>3,900.00</u>
18	31	CY	Place 4 inch Decomposed Granite in Picnic Areas in accordance with plans, specifications and standard drawings	\$ <u>40.00</u>	\$ <u>1,240.00</u>
19	6	EA	Relocate and Replace Existing Rotors in accordance with plans, specifications and standard drawings	\$ <u>250.00</u>	\$ <u>1,500.00</u>

Sub-Total for Paradise Park

\$ 58,180.00

VICTOR PARK					
Item	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	Furnish and Install 4 Inch Purple PVC Pipe from New 3 Inch RW Meter and Connect to Existing Irrigation Main in accordance with plans, specifications and standard drawings	\$ 4,250.00	\$ 4,250.00
2	1	LS	Remove Existing 3 Inch RP Assembly in accordance with plans, specifications and standard drawings	\$ 2,765.00	\$ 2,765.00
3	1	LS	Furnish and Install 2 Inch RP Assembly (Onyx Street) in accordance with plans, specifications and standard drawings	\$ 8,530.00	\$ 8,530.00
4	1	LS	Repair Damaged Landscape and Sidewalk in accordance with plans, specifications and standard drawings	\$ 8,500.00	\$ 8,500.00
5	1	LS	Connect to RW stub out and Install New 3 Inch RW Meter and Meter Box (Meter to be provided by California Water Service Company) in accordance with plans, specifications and standard drawings	\$ 7,970.00	\$ 7,970.00
6	3	EA	Furnish and Install Hood Over Drinking Fountain in accordance with plans, specifications and standard drawings	\$ 745.00	\$ 2,235.00
7	10	EA	Furnish and Install Recycled Water Signs in accordance with plans, specifications and standard drawings	\$ 75.00	\$ 750.00
8	29	EA	Furnish and Install Identification Recycled Water Tagging and Marking in accordance with plans, specifications and standard drawings	\$ 10.00	\$ 290.00
9	8	EA	Furnish and Install Identification Potable Water Tagging and Marking in accordance with plans, specifications and standard drawings	\$ 10.00	\$ 80.00
10	8	EA	Remove Existing PW Quick Couplers and Replace w/ RW Quick Couplers in accordance with plans, specifications and standard drawings	\$ 100.00	\$ 800.00
11	1	LS	Furnish and Install 3 Inch Pressure Reducing Valve Assembly (PRV) in accordance with plans, specifications and standard drawings	\$ 12,150.00	\$ 12,150.00
12	480	LF	Construct Concrete Mow Strip in accordance with plans, specifications and standard drawings	32.50	15,600.00
13	100	CY	Place 4 inch Decomposed Granite in Picnic Areas in accordance with plans, specifications and standard drawings	40.00	4,000.00
14	130	EA	Remove and Salvage existing Sprinkler Heads in Picnic Area in accordance with plans, specifications and standard drawings	50.00	6,500.00
15	9	EA	Cap existing irrigation Control Valves in Picnic Area in accordance with plans, specifications and standard drawings	50.00	450.00

Sub-Total for Victor Park

\$ 74,870.00

Modifications at Library					
Item	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	Furnish and Install 2 inch RP after Existing 2 inch PW Meter in accordance with plans, specifications and standard drawings	\$ 8,005.00	\$ 8,005.00
2	1	LS	Remove Existing 2 Inch Vacuum Breaker Valve Assembly in accordance with plans, specifications and standard drawings	\$ 5,190.00	\$ 5,190.00
3	6	EA	Furnish and Install Identification Recycled Water Tagging and Marking in accordance with plans, specifications and standard drawings	\$ 10.00	\$ 60.00
4	1	EA	Furnish and Install Identification Potable Water Tagging and Marking in accordance with plans, specifications and standard drawings	\$ 10.00	\$ 10.00
5	1	LS	Modifications directed by DOHS	\$40,000	\$40,000

Sub-Total for Modifications at Library

\$ 53,265.00

TOTAL BID PRICE FOR SCHEDULE B - REVISION 1 : \$ 363,740.00
(Figures)*

TOTAL BID PRICE FOR SCHEDULE B - REVISION 1 : Three hundred sixty-three thousand seven hundred forty dollars and no cents
(Words)*

TOTAL BID PRICE FOR SCHEDULE A - ALTERNATIVE A OR ALTERNATIVE B
AND SCHEDULE B - REVISION 1 :

\$ 1,623,764.10
(Figures)*

TOTAL BID PRICE FOR SCHEDULE A - ALTERNATIVE A OR ALTERNATIVE B
AND SCHEDULE B - REVISION 1 :

One million six hundred twenty-three thousand
(Words)*
seven hundred sixty-four dollars and ten cents.

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

B2012-01

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1

Issued: February 17, 2012

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
WESTERN AVENUE AND ROLLING HILLS ROAD WATER MAIN REPLACEMENT
PROJECT, CIP No. I-107 AND RECYCLED WATER RETROFITS FOR ANZA
AVENUE MEDIANS AND PARKS PROJECT, CIP No. I-78
B2012-01

Note the following changes and/or additions to the Plans and Specifications for the project indicated above. The bidder shall execute the Certification at the end of this addendum, and shall **attach all pages of this addendum to the Contract Documents submitted with the Bid.** In addition, the bidder shall complete and submit the "Acknowledgment of Addenda Received" Form provided in Section C of the Specifications.

1. Refer to Specifications SECTION A – NOTICE OF INVITING BIDS.

The City has delayed by three (3) weeks the date to open bids. Consequently, the first paragraph is hereby revised as follows:

"Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, February 23, 2012 March 15, 2012,** after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:"

2. Refer to Appendix II – CITY OF TORRANCE STANDARD PLANS

Add

Standard No: T 102-2 Typical Section Local Street
 T 103-2 Typical Section Collector and Arterial Street Sheet 1 of 2,
 T 103-2 Typical Section Collector and Arterial Street Sheet 2 of 2,
 T 116-2 Trench Backfill & Pavement Repairs Sheet 1 of 4
 T 116-2 Trench Backfill & Pavement Repairs Sheet 2 of 4
 T 116-2 Trench Backfill & Pavement Repairs Sheet 3 of 4
 T 116-2 Trench Backfill & Pavement Repairs Sheet 4 of 4

3. Refer to Appendix IV – CALTRANS PERMIT

Add Caltrans Permit

By Order of the Public Works Director
ROBERT J. BESTE

A handwritten signature in black ink, appearing to read "John C. Dettle", with a long horizontal stroke extending to the right.

JOHN C. DETTLE, P.E.
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.

Stephen Doreck Eging Rentals, Inc.
Bidder

Stephen L. Doreck
By Stephen L. Doreck - V.P.

3/15/2012
Date

***** Submit this executed form with the bid *****

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 2

Issued: February 29, 2012

TO

**PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF**

**WESTERN AVENUE AND ROLLING HILLS ROAD WATER MAIN REPLACEMENT PROJECT, CIP
No. I-107 AND RECYCLED WATER RETROFITS FOR ANZA AVENEUE MEDIANS AND PARKS
PROJECT, CIP No. I-78
B2012-01**

Note the following changes and/or additions to the Plans and Specifications for the project indicated above. The bidder shall execute the Certification at the end of this addendum, and shall **attach all pages of this addendum to the Contract Documents submitted with the Bid**. In addition, the bidder shall complete and submit the "Acknowledgment of Addenda Received" Form provided in Section C of the Specifications.

1. Refer to Specifications SECTION C – BIDDERS'S PROPOSAL

- Add to the current Bidder's Proposal:
BID SCHEDULE A – ALTERNATIVE A
BID SCHEDULE A – ALTERNATIVE B

Note: Contract shall be awarded to lowest price bid alternate. Contractor need only submit one BID SCHEDULE A

- Replace the current Bidder's Proposal **BID SCHEDULE B** with attached **BID SCHEDULE B – REVISION 1**

2. Replace drawings for:

a) Victor Park – Sheet 1 of 5

Sheet 2 of 5

Sheet 3 of 5

Sheet 4 of 5

b) Paradise Park – Sheet 2 of 4

Sheet 3 of 4

Sheet 4 of 4

- c) La Paloma Park - Sheet 2 of 4
Sheet 3 of 4
Sheet 4 of 4

3. SPECIAL PROVISIONS

Add the following:

Section 207-24 – CURED-IN-PLACE PIPE FOR POTABLE WATER AND PRESSURE PIPELINES

By Order of the Public Works Director
ROBERT J. BESTE



JOHN DETTLE, P.E.
Engineering Manager

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 2 and accept all conditions contained therein.

Stephen Doreck Equipment Rentals, Inc.
Bidder


By Stephen L. Doreck - V.P.

3/15/2012
Date

***** Submit this executed form with the bid *****

Please fill out and submit the
"Acknowledgment of Addenda Received" form
provided in Section C of the Specifications.

BIDDER'S PROPOSAL (Continued)

B2012-01

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor: Stephan Dorek Equipment Rentals, Inc.
 Date: 3/15/2012 By: Stephan J Dorek
 Contractor's State License No. 665471 Class A
 Address: 9095 Telegraph Road, Pico Rivera, CA. 90660^{SS}
 Phone: 562/949-4949
 Fax: 562/261-5038

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2012-01

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

- Addendum No. 1 X
- Addendum No. 2 X
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5
- Addendum No. 6
- Addendum No. 7
- Addendum No. 8

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.


Bidder's Signature
Stephen L. Dorack - V.P.

3/15/2012
Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
 COUNTY OF Los Angeles }

**Western Avenue and Rolling Hills Road Water Main Replacement Project
 CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and Parks
 Project, CIP No. I-78.**

Stephen L. Doreck, being first duly sworn, deposes and says:

1. That he is the Vice President

 Title
 of Stephen Doreck Equipment Rentals, Inc.
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the **Construction of Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and Parks Project, CIP No. I-78, B2012-01;**

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such 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 Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor'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 bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which

CONTRACTOR'S AFFIDAVIT (CONTINUED)

B2012-01

prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

- 7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid 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 Contractor in its business.

Dated this 15th day of March, 2012.

Subscribed and Sworn to before me this 15th day of March, 2012.

Stephen L. Doneck
 (Contractor)
Stephen L. Doneck - Vice President
 (Title)

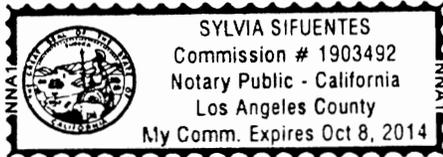
Sylvia Sifuentes
 Notary Public in and for said
 County and State.
 (Seal) Sylvia Sifuentes (Notary Public)



JURAT

State of California

County of LOS ANGELES



(seal)

Subscribed and sworn to (or affirmed) before me
 this 15th day of March, 2012, by
Stephen L. Doreck proved to me
 proved to me on the basis of satisfactory evidence to be the
 person(s) who appeared before me.

[Handwritten Signature]

 Signature

**LIST OF SUBCONTRACTORS
B2012-01**

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: All American Asphalt
 Subcontractor's Address: P.O. Box 2229, Corona, CA. 92878
 Specific Description of Sub-Contract: Paving - Slurry Seal
 License Number: 267073 CA License Classification/Type: A

~~Name Under Which Subcontractor is Licensed: Spirivello Infrastructure ^{will not use}
 Subcontractor's Address: 1441 E 9th St, Pomona, CA. 91766
 Specific Description of Sub-Contract: Cast in place pipe
 License Number: 751598 CA License Classification/Type: A~~

Name Under Which Subcontractor is Licensed: Ayala Borij Inc.
 Subcontractor's Address: 10150 Poplar Ave, Fontana, CA. 92335
 Specific Description of Sub-Contract: Borij
 License Number: 388577 CA License Classification/Type: A

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES (Page 1 of 2)
B2012-01

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1. Name (Firm/Agency): Long Beach Water Dept.
 Address: 1800 E. Wardlaw Road, Long Beach CA.
 Contact Person: Ab Rendon Telephone No.: 562) 540-2341
 Title of Project: Cast Iron Main
 Project Location: Cherry Ave
 Date of Completion: 4/2011 Contract Amount: \$ 197,333.00

2. Name (Firm/Agency): City of Monterey Park
 Address: 320 W. Newmark Ave. Monterey Park, CA.
 Contact Person: Cesar Vega Telephone No.: (626) 307-1322
 Title of Project: Water Line Improvements
 Project Location: Garfield Ave - Atlantic Blvd.
 Date of Completion: 8/2011 Contract Amount: \$777,191.00

3. Name (Firm/Agency): City of Brea
 Address: 1 Civic Center Circle, Brea CA.
 Contact Person: Jose Castros Telephone No.: 714) 990-7600
 Title of Project: Water Main Improvements
 Project Location: State College - Hwy Imperial
 Date of Completion: 1/2012 Contract Amount: \$ 150,000.00

4. Name (Firm/Agency): City of Torrance
 Address: 3031 Torrance Blvd, Torrance, CA.
 Contact Person: Ed Maciel Telephone No.: 30) 780-8149
 Title of Project: Hawthorne - Carson - 16" Valve installation
 Project Location: Hawthorne - Carson
 Date of Completion: 4/2008 Contract Amount: \$ 42,649.00

REFERENCES (PAGE 2 OF 2)
B2012-01

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: 665471 Class: A

a. Date first obtained: 3/1993 Expiration: 2/28/2014

b. Has License ever been suspended or revoked? NO

If yes, describe when and why: _____

c. Any current claims against License or Bond? NO

If yes, describe claims: _____

Principals in Company (List all – attach additional sheets if necessary):

NAME	TITLE	LICENSE NO. (If Applicable)
<u>Catherine R. Donack</u>	<u>President</u>	_____
<u>Stephon L. Donack</u>	<u>Vice President</u>	_____
<u>Holly L. Lewis</u>	<u>Comp. Secty/Treasurer</u>	_____

DBE

BIDDERS LIST

Western Avenue and Rolling Hills Road Water Main Replacement Project
CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and
Parks Project, CIP No. I-78
B2012-01

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor/consultant and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: All American Asphalt Phone: 951-736-7600
 Address: 400 E Sixth St, Corona, CA Fax: 951-739-4641
 Contact Person: Bob Loth No. of Years in Business: 43

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: _____ NO:

Type of work/services/materials provided by firm? Asphalt Paving, Grinding, Slurry Seal

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

*This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information

DBE

BIDDERS LIST

Western Avenue and Rolling Hills Road Water Main Replacement Project
CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and
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B2012-01

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Firm Name: CDG Materials Inc. Phone: 951-737-4490
Address: P.O. Box 20758 Riverside CA 92510 Fax: 951-737-4734
Contact Person: DAVE BECK No. of Years in Business: 20

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: NO: ✓

Type of work/services/materials provided by firm? Sand & Gravel

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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STEPHEN DORECK EQUIPMENT RENTALS, INC.
9095 Telegraph Road
Pico Rivera, CA 90660
562) 949-4949 ~562) 261-5038 FAX

DBE

BIDDERS LIST

Western Avenue and Rolling Hills Road Water Main Replacement Project
CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and
Parks Project, CIP No. I-78

B2012-01

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Firm Name: Ayala Boring Inc Phone: 909-350-8940
Address: 10150 Poplar Ave, Fontana CA 92335 Fax: 909-350-0934
Contact Person: Dean Ayala No. of Years in Business: 41

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: NO: X

Type of work/services/materials provided by firm? Jack & Bore

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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STEPHEN DURECK EQUIPMENT RENTALS, INC.
9095 Telegraph Road
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562) 949-4949 -562) 261-5038 FAX

DBE

BIDDERS LIST

Western Avenue and Rolling Hills Road Water Main Replacement Project
CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and
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B2012-01

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Firm Name: ~~DA~~ FST SAND + GRAVEL INC. Phone: 951-264-7636
Address: P.O. BOX 2798 Fax: 951-277-8909
Contact Person: DAVID SAUCHER No. of Years in Business: 30+

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: NO: X

Type of work/services/materials provided by firm? AGGREGATE SUPPLIER

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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9095 Telegraph Road
Pico Rivera, CA 90660
562) 949-4949 ~562) 261-5038 FAX

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BIDDERS LIST

Western Avenue and Rolling Hills Road Water Main Replacement Project
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Firm Name: L.A.C MOTOR ENTERPRISES Phone: 626-915 1713

Address: 700 E. ROUTE 66 #86 Glendora Fax: 626-915-1778

Contact Person: LAURA Ci No. of Years in Business: 10 years

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: X NO: _____

Type of work/services/materials provided by firm? TRUCK BROKER

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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STEPHEN DORECK EQUIPMENT RENTALS, INC.
 9095 Telegraph Road
 Pico Rivera, CA 90660
 (562) 949-4949 ~ (562) 261-5038 FAX

DBE

BIDDERS LIST

Western Avenue and Rolling Hills Road Water Main Replacement Project
CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and
Parks Project, CIP No. I-78
 B2012-01

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Firm Name: Nu Flow Phone: 949-709-2860
 Address: 30052 Aventura, Suite A Fax: 949-709-0990
RSM ct 92688
 Contact Person: Steve Robinson No. of Years in Business: 1987

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: NO: X

Type of work/services/materials provided by firm? Pipe Linings

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

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DBE

BIDDERS LIST

Western Avenue and Rolling Hills Road Water Main Replacement Project
CIP No. I-107, and Recycled Water Retrofits for Anza Avenue Medians and
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B2012-01

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Firm Name: ON POINT LAND SURVEYING Phone: 909-794-2636
Address: 1340 ALDERWOOD LN Fax: 909-784-1836
MONTONE CA 92359
Contact Person: TOMY SMITH No. of Years in Business: 2

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: NO: X

Type of work/services/materials provided by firm? PROFESSIONAL LAND SURVEYING

What was your firm's Gross Annual receipt for last year?

- Less than \$1 Million
- Less than \$5 Million
- Less than \$10 Million
- Less than \$15 Million
- More than \$15 Million

*This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information

STEPHEN DORECK EQUIPMENT RENTALS, INC.
9095 Telegraph Road
Pico Rivera, CA 90660
562) 949-4949 ~ 562) 261-5038 FAX

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS
B2012-01**

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: NO Federal/State: _____

If "yes," identify and describe, (including agency and status): _____

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: NO Code/Laws: _____ Section/Article: _____

If "yes," identify and describe, (including agency and status): _____

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: NO. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes/No: _____

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of April 10, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and KOA Corporation, a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construction inspection services for the Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. I-107 and Recycled Water Retrofits for the Anza Avenue Medians and Parks Project, CIP No. I-78.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 10, 2013.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$102,400.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness

exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Robert Beste, Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Chuck Stephan, Vice President
Derry MacMahon, Project Manager

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will

investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a

determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a municipal corporation

KOA Corporation
a California Corporation

Frank Scotto, Mayor

By: _____
Chuck Stephan, P.E.
Vice President

ATTEST:

Sue Herbers
City Clerk

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

By: _____
Patrick Q. Sullivan
Assistant City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT “A”

Scope of Services

1. PROJECT DEFINITION AND BACKGROUND

The City of Torrance is seeking proposals for qualified firms to provide Inspection for construction of the Western Avenue and Rolling Hills Road Water Main Replacement Project for the duration of construction. The Construction duration will be approximately 130 working days. The water main is located in Western Avenue, between 190th Street to the north, and Del Amo Blvd., to the south; and Rolling Hills Road, between Crenshaw Blvd., and the City boundary with Rolling Hills Estates.

The purpose of this project is to replace approximately 5,000 lineal feet of existing 12” diameter Cast Iron Pipe in Western Avenue with new 12” diameter ductile iron pipe, and replace approximately 600 lineal feet of existing 8” Cast Iron Pipe with new 8” and 6” diameter Ductile Iron Pipe. The project also includes some pavement work in Western Avenue.

CBM has multiple certified, Qualified SWPPP Practitioner (QSP), inspectors on staff and additional inspectors nearing the completion of their QSP certification; which will be completed before the start of construction.

2. SUMMARY OF SCOPE OF WORK

1. Familiarize with and review of contract documents
2. Pre-job Meeting and attendance of other meetings and conferences as required
 - a. Attend project kick-off meeting with City of Torrance staff to review the project scope, schedule, budget and work plan. Adjust task schedule and work plan as required.
 - b. Monthly progress meetings.
3. Monitor construction compliance with plans, specifications and permits.
4. Monitor traffic control compliance with plans, specifications and permits.
5. Monitor SWPPP and BMP's
6. Preparation of daily inspection reports. City to provide forms.
7. Review and recommendations in the processing of payment requests.
8. Assistance and recommendations in the processing of change orders.
9. Coordination with contractor, City staff, etc.
10. Meet with contractor, as necessary, and review proposed work plan.
11. Review contractor performance, as required, and discuss discrepancies as they occur.
12. Develop "Punch List" items.
13. Review items requiring corrective action with contractor and City and monitor corrections made.
14. Serve as general liaison between contractor and City.
15. Prepare red-line set of as-built plans.

EXHIBIT “B”**Compensation Schedule**

Task 1- Inspection for the Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. 1-107 located in Western Avenue between 190th Street to the north and Del Amo B1 to the south (Approximately 5,000 lineal feet) and Rolling Hills Road between Crenshaw B1 to the City boundary and Rolling Hills Estates (Approximately 600 lineal feet).

Classification	Hourly Bill Rate
Construction Inspection for approximately 160 work days (8 hrs/day)	\$80.00
Preconstruction meeting, preparation of punch-list; review of as-builts, and project closeout.	\$80.00
Inspection on weekends, nights and holidays.	\$80.00

Contract Amount not to exceed \$102, 400.00

Overtime: Any work in excess of eight hours in one workday and any work in excess of 40 hours in one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be at the rate of one and one-half times the regular rate of pay. Any work in excess of 12 hours in one day and any work in excess of eight hours on any seventh day of a workweek shall be paid no less than twice the regular rate of pay.

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of April 10, 2012 the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Geo-Environmental, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to geo-technical observations and material testing for the Western Avenue and Rolling Hills Road Water Main Replacement Project, CIP No. I-107 and Recycled Water Retrofits for the Anza Avenue Medians and Parks Project, CIP No. I-78.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

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

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through April 10, 2013.

3. **COMPENSATION**

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$36,472.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any

amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

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CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts

or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

Robert Beste, Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Dr. Farhat H. Siddiqui, Principal Engineer

9 INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

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The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

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CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

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

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15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers,

agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

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Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

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

20. NOTICE

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

CONTRACTOR	Dr. Farhat H. Siddiqi, Principal Engineer Geo-Environmental, Inc. 2691 Richter Ave., Suite 127 Irvine, CA 92606 Fax: (949) 263-8338
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 CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a municipal corporation

Geo-Environmental, Inc.
a California corporation

Frank Scotto, Mayor

ATTEST:

By: _____
Dr. Farhat H. Siddiqi
Principal Engineer

Sue Herbers, City Clerk

LeRoy J. Jackson, City Manager

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

By: _____
Patrick Q. Sullivan, Assistant City Attorney

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

EXHIBIT A

SCOPE OF SERVICES

Field Observations and Materials Testing

Evaluation of excavation: GEI's Engineering Technician will inspect and evaluate the excavation of trenches, and jacking and receiving pits to ensure that the excavations for the proposed water main improvements and pavement sections have exposed competent material at the bottoms for the placement of the utilities following the placement of the approved bedding material. Additionally, the inspector will ensure that the excavated pits for jacking are safe and that they meet the standard criteria. If excavations result in exposure of saturated, incompetent material at the bottom, proper remediation measures will be recommended. The sides of the excavation will be inspected for any seeping water. The nearby structures will be closely observed to ensure that there are no adverse impacts from deep excavations.

Evaluation of earth material to be used as fill: GEI's Engineering Technician will collect samples of the proposed fill material and deliver them to the materials laboratory. Appropriate testing will be performed to determine the appropriate placement method for the fill material and if the fill material meets project specifications.

Evaluation of compaction procedures: GEI's Engineering Technician will evaluate the compaction procedure for the backfill of trench excavations to ensure that the project specifications have been followed (appropriate thickness of lift, proper compaction method, etc.). Similar evaluations will be performed for the subgrade and AB for the street pavement sections.

Testing of compaction, moisture content, etc.: GEI's Engineering Technician will conduct compaction tests by Sand Cone Test Method (ASTM D1556) and/or Nuclear Method (ASTM D 2922-01) to determine the relative compaction of the fill material. At least one (1) compaction test will be conducted every 150 lineal feet of trench and at 6-inch to 8-inch average intervals in backfill. Sufficient testing will be performed within the subgrade of the pavement section, as well as in the AB to verify compliance related to the relative compaction requirements contained in the project specifications. The density of the AC (as well as the temperature) will be checked at the time of its placement during the construction of pavement sections.

Concrete testing and inspection: GEI's Engineering Technician will inspect the pouring of PCC on forms (types, size, quality, and strength) to ensure construction is according to design. The inspector will observe surfaces where the concrete is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing concrete, the slump, the temperature, and all other properties of concrete per City standards. Concrete samples will be collected and tested for 7-day, 14-day, and 28-day compressive strengths. One (1) cylinder will be held on reserve.

Asphalt testing and inspection: GEI's Engineering Technician will inspect the placement of AC for pavement sections to ensure that construction is proceeding according to design. The inspector will observe surfaces where AC is to be placed, the design mix, the hauling time from the batch plant to the job site, the segregation or loss of ingredients, the equipment used in conveying and depositing, the lay-down operation, field-density, and all other properties of AC

per ASTM standards/specifications. GEI will obtain representative wet samples for laboratory analysis.

Jacking/Boring inspection: GEI's Engineering Technician and/or Engineering Geologist will inspect the jacking operations. The inspector will observe that the leading section of the casing is securely equipped with the jacking-head in order to prevent any wobble or variation in the alignment of the casing. Other parameters to be observed during jacking include the protection of driving ends against spalling, the removal of excavated material from the conduit as excavation progresses, the drilling of grouting holes and grouting of voids around the outside face of the conduit, and corrosive reaction with the grouting materials. The sides of the pit excavations will be inspected for any seeping water. Nearby structures will be closely observed to ensure no adverse impacts from deep excavations.

During the progress of our work, GEI's Engineering Technician will prepare daily field reports. A copy of these reports will be submitted to the Inspector from the City on a daily basis. The report will include a written summary of the day's activities, a summary of all field-testing performed, and a listing of outstanding failing tests which have not been reworked/retested. In addition, the location of all field density testing performed during the project will be plotted on a set of plans that is maintained by the field staff. The Contractor will be asked not to place any backfill material that does not meet project specifications.

Testing time and the associated fees can be minimized by proficient and timely work by the Contractor and by coordination among the Project Superintendent, the City Inspector, and GEI engineers and technicians. When a larger number of tests are scheduled at a time, greater efficiency can be achieved, resulting in lower overall fees. However, the testing and inspection duration is totally dependent on the progress of work by the Contractor.

The inspections, observations, and testing will be provided after the pregrade meeting and the commencement of construction activities, and will continue until all components associated with the project have been achieved in accordance with the project specifications. GEI's technicians will be present at the site when the geotechnical observations, inspections, and testing are required, and will spend an appropriate amount of time in the field commensurate with the testing requirements.

Laboratory Testing

The following testing will be conducted in GEI's materials laboratory to determine the engineering characteristics of the subgrade soils, AB, AC, and PCC:

Modified Proctor Testing to Determine Maximum Dry Density/Optimum Moisture Content:

- i. Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B)
- ii. Max. Density/Opt. Moisture – ASTM D1557 (Method C)

Soil Classification:

- iii. Grain Size Analysis – ASTM D422
- iv. Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204
- v. Sand Equivalent – CT217 or ASTM D2419

Asphalt Testing:

- vi. Test Maximum Density – CT304 (Set of 5 Specimens)

Concrete Testing:

- vii. Compression Test (6" x 12" incl. Hold) per Cylinder – ASTM C39

Technical Management

GEI's Staff Engineer or Staff Geologist will provide project coordination, technical support, and management during the project. This will include work scheduling and the review of the project geotechnical reports, plans, and specifications. Additionally, GEI's Staff Engineer or Staff Geologist will attend all pre-grade meetings, construction field meetings, and other coordination meetings to assure the City that all work being performed is in accordance with the approved plans and specifications. After consulting with the Principal Engineer, he will provide guidance and recommendations to the field staff. GEI's Engineering Technician will implement all of the decisions made during the construction meetings. The field compaction procedures will be evaluated and recommendations will be made where appropriate.

Report Preparation

At the completion of our services, GEI will prepare a final report that will summarize all of the work performed on the project. The report will include our observations during construction, results of our field and laboratory testing, and a conclusion as to the project's compliance with the contract plans and specifications. Three (3) wet-signed copies of the report will be provided.

Associated Fees

GEI will provide its geotechnical observation and material testing services for the above referenced project on a time and material basis in accordance with the estimated fee as presented in Table 1. GEI's Engineering Technician will be provided on an on-call basis (with at least 24 hours notice, four (4) hour minimum charge per day). Travel time from GEI's headquarters in Irvine will be charged for every visit (within the four (4) hour minimum if applicable).

A flat fee of \$1,600.00 will be charged for the preparation of the final report, which will include all work performed in the office by the Principal Engineer, Staff Engineer and Geologist, Drafter/CAD Operator, and clerks. This fee does not include the work performed in the field, which will be billed on an hourly rate as specified above. Costs for any additional reports required for this project will be negotiated with the City before preparation.

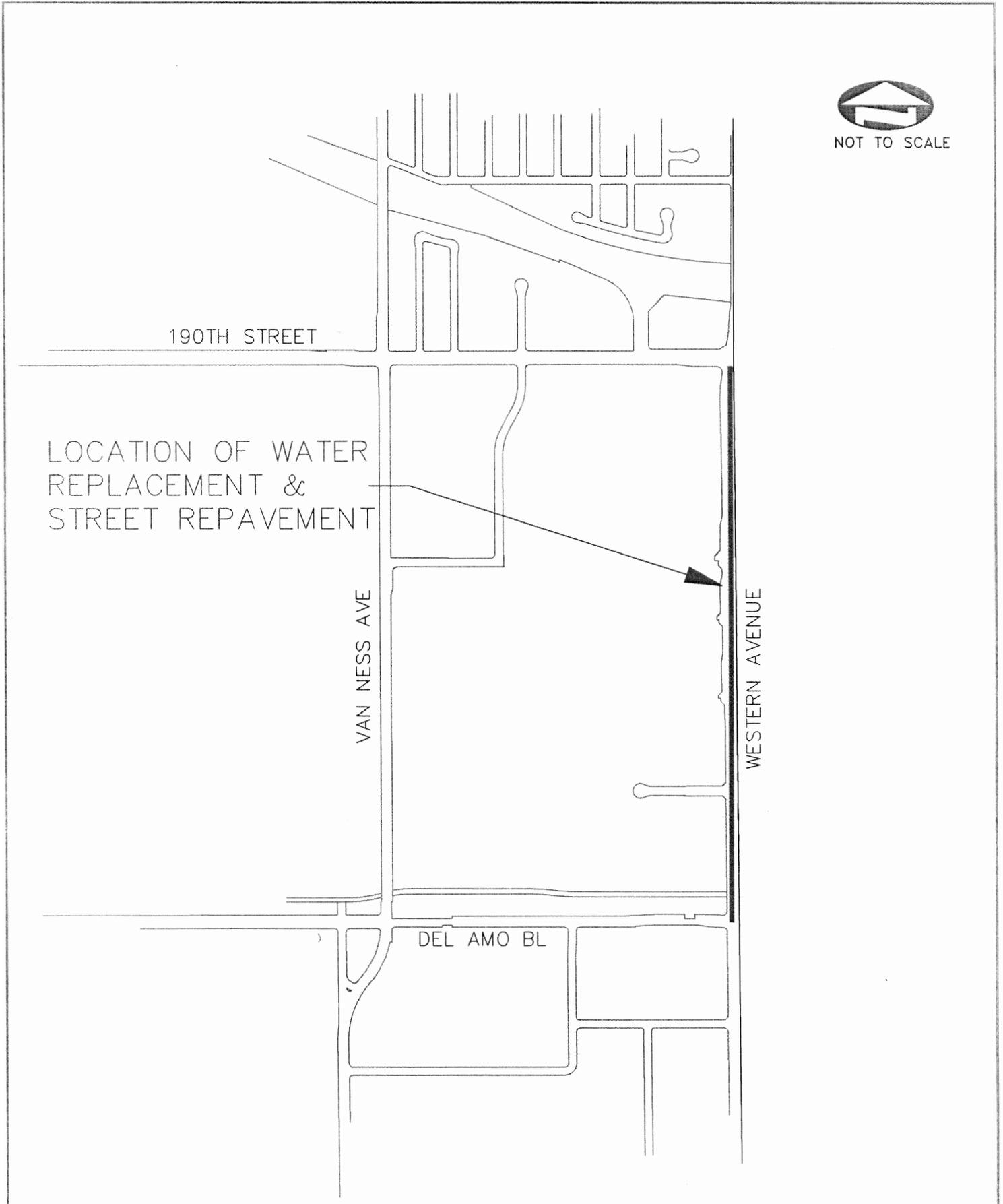
EXHIBIT B
COMPENSATION SCHEDULE

	<u>Units (hrs.)</u>	<u>Unit Cost</u>	<u>Unit Total</u>	<u>Total</u>
1. Field Observation and Testing				
<i>Evaluation of Excavations and Fill Material/Inspection of Jacking</i>				
<i>Performance of Field Density Testing on Subgrade/AB:</i>				
Engineering Technician (Prevailing Wage)*	400	\$58.00	\$23,200.00	
Vehicle & Equipment [Nuclear Gauge] (daily fee)	100	\$40.00	\$4,000.00	
				\$27,200.00
<i>Making of Concrete Specimens/Performance of Concrete Cylinder Testing</i>				
<i>Inspection of Batch Plant/Transportation of Concrete Specimens (Handling/Storing):</i>				
Engineering Technician (Prevailing Wage)*	20	\$58.00	\$1,160.00	
Vehicle & Equipment [Slump & Temperature Gauge] (daily fee)	5	\$40.00	\$200.00	
				\$1,360.00
<i>Performance of AC Field Density Testing</i>				
<i>Inspection of Batch Plant/Transportation of Asphalt Specimens (Handling/Storing):</i>				
Senior Engineering Technician (Prevailing Wage)*	24	\$58.00	\$1,392.00	
Vehicle & Equipment [Nuclear Gauge & Temp. Gauge] (daily fee)	3	\$40.00	\$120.00	
				\$1,512.00
2. Materials Testing in Laboratory				
Compression Test (6" x 12" incl. Hold) per Cylinder – ASTM C39**	20	\$25.00	\$500.00	
Sand Equivalent – CT217 or ASTM D2419	5	\$50.00	\$250.00	
Grain Size Analysis – ASTM D422	8	\$80.00	\$640.00	
Atterberg Limits (LL&PL) – ASTM D4318-D84 or CT204	8	\$95.00	\$760.00	
Max. Density/Opt. Moisture – ASTM D1557 (Methods A & B)	6	\$145.00	\$870.00	
Max. Density/Opt. Moisture – ASTM D1557 (Method C)	2	\$165.00	\$330.00	
Test Maximum Density – CT304 (Set of 5 Specimens)	2	\$375.00	\$750.00	
				\$4,100.00
3. Technical Management/Pregrade, Field, and Other Coordination Meetings with City Personnel				
Staff Engineer & Geologist*	8	\$80.00	\$640.00	
Vehicle and Equipment (daily fee)	1	\$60.00	\$60.00	
				\$700.00
4. Summarization of Data/Data Analysis/Report Preparation				
Principal Engineer & Geologist	1	\$175.00	\$175.00	
Staff Engineer & Geologist	8	\$80.00	\$640.00	
Drafter/CAD Operator	7	\$75.00	\$525.00	
Technical Word Processor	2	\$55.00	\$110.00	
Color Report Reproduction	3	\$50.00	\$150.00	
				\$1,600.00
* <i>Travel time is included</i>				
** <i>Each set of cylinders contains four (4) samples</i>				

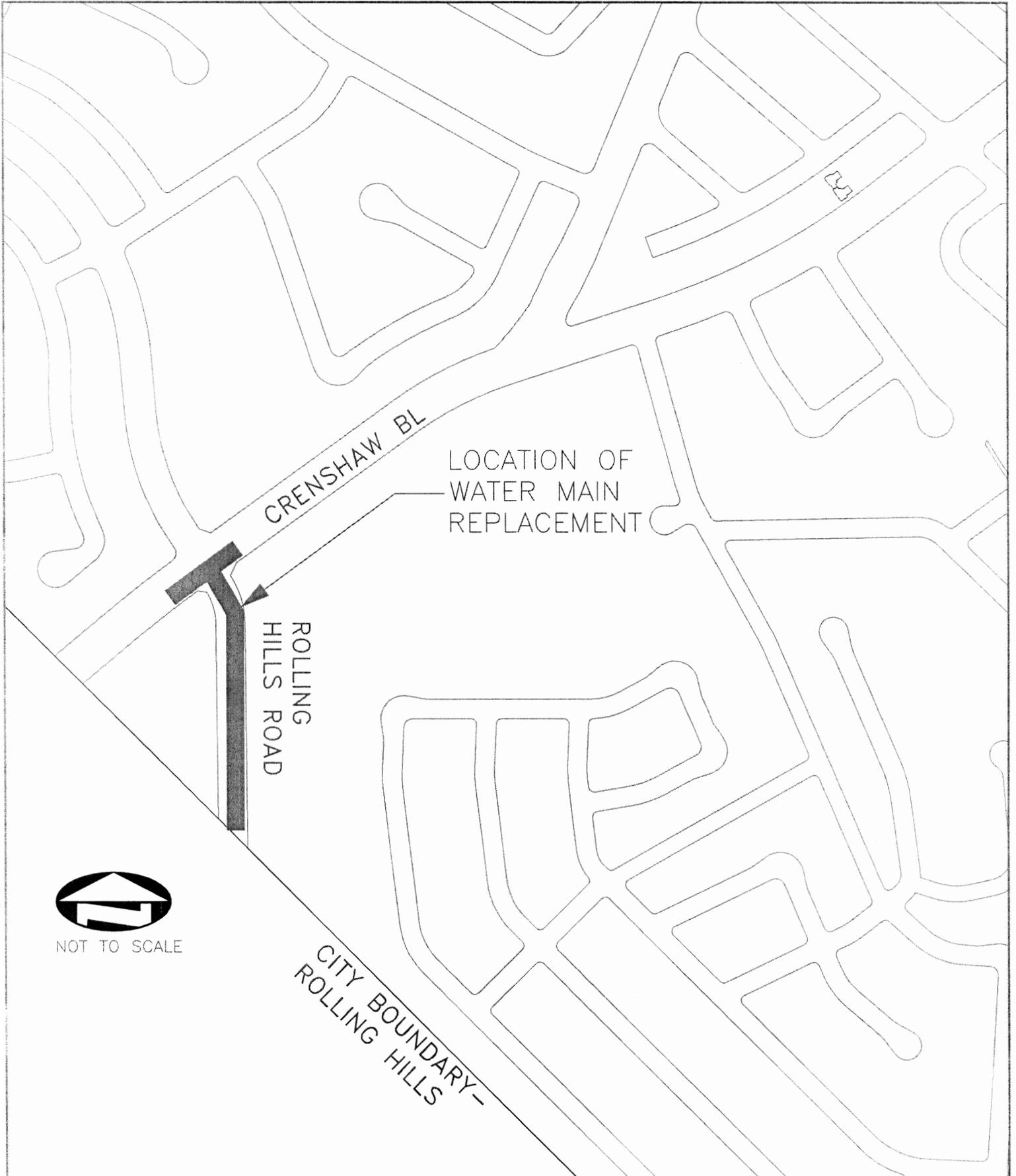
Total Estimated Cost

\$36,472.00

LOCATION MAP OF WESTERN AVENUE WATER MAIN REPLACEMENT



LOCATION MAP OF ROLLING HILLS ROAD WATER MAIN REPLACEMENT



LOCATION MAP OF ANZA AVENUE MEDIANS AND PARKS RETROFITS

