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

Members of the Council:

SUBJECT: Public Works – Approve Categorical Exemption under California Environmental Quality Act (CEQA), Appropriate funds and Approve Agreements for the Walnut Storm Water Capture and Groundwater Replenishment Basin, I-173. Expenditure: $718,491 (Non-General Fund)

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1) Appropriate $56,967 from Sewer Enterprise Fund Balance to the Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173, for a new not to exceed project budget of $956,967; and

2) De-appropriate $450,000 from Proposition 1 funding and re-appropriate the $450,000 to be paid from Proposition 13 & 40 pursuant with final Grant Agreement; and

3) Determine that the approval of the Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173 is categorically exempt from environmental review pursuant to Section 15303(d) of the Guidelines implementing California Environmental Quality Act (CEQA); and

4) Approve the plans and specifications for the Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173 (B2019-37); and

5) Award a Public Works Agreement to SRD Engineering, Inc. of Anaheim, CA (B2019-37) in the amount of $684,277 and authorize a 5% contingency in the amount of $34,214 to construct the Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173 for a two-year period beginning October 15, 2019 and ending October 14, 2021; and

6) Approve a Use and Maintenance Agreement with Los Angeles County Flood Control District (LACFCD) to allow the City of Torrance to construct and maintain a low flow diversion structure on the LACFCD storm drain located in 238th Street, east of the intersection of Walnut Street.

Funding

Funding is available as follows:

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>FUND TYPE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173</td>
<td>Sewer Enterprise Fund Balance (Recommended appropriation)</td>
<td>$56,967</td>
</tr>
<tr>
<td>Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173</td>
<td>Sewer Enterprise Fund Balance (Previously appropriated)</td>
<td>$211,524</td>
</tr>
<tr>
<td>Walnut Storm Water Capture and Groundwater Replenishment Basin Project, I-173</td>
<td>State Water Resources Control Board Prop 13 &amp; 40 Grant Funds</td>
<td>$450,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$718,491</td>
</tr>
</tbody>
</table>
BACKGROUND

The City of Torrance is part of the Machado Lake watershed and must comply with the Machado Lake Nutrient Total Maximum Daily Loads (TMDL) and the Machado Lake Toxics TMDL adopted by the Los Angeles Regional Water Quality Control Board (Regional Board). To comply with TMDL regulations, the City participated in the development of the Machado Lake Enhanced Watershed Management Plan (EWMP) which was approved by the Regional Board. The Walnut Storm Water Capture and Groundwater Replenishment Basin Project is a BMP identified in the EWMP.

The Walnut Basin was constructed in 1950s and was originally designed to collect storm water from the surrounding area for flood control purposes. In 1974, the Los Angeles County Flood Control District (LACFCD) constructed a storm drain that conveyed storm flows around the Walnut Basin rendering the basin unnecessary for flood control purposes. A primary method to reduce pollutant loading is to reduce the overall volume of storm water that flows to the lake, harbor or ocean. The Walnut Storm Water Capture and Groundwater Replenishment Basin Project (Walnut Basin Project) will construct a diversion structure and piping to divert water from the Los Angeles County Flood Control District storm drain in 238th Street back into Walnut Basin where the water will percolate into the ground. Doing so will reduce pollutant discharges, enhance downstream storm carrying capacity, increase aquifer replenishment and provide habitat restoration.

The City Council approved the Walnut Storm Water Capture and Groundwater Replenishment Basin project budget on March 7, 2017 and adopted a Resolution to authorize the Public Works Director to negotiate terms and sign the State Water Resource Control Board (SWRCB) Grant Agreement for Proposition 1 (Prop 1) funding. Following execution of the Resolution, provided to the City by the State, the State reallocated funding for the grant to come from Proposition 13 & 40 grant funds. Those funds need to be de-appropriated as Prop 1 funds and re-appropriated as Prop 13 & 40 funds to be consistent with the approved Grant Agreement. With the recommended added appropriation, the total project budget would be $956,967.

ANALYSIS

Categorical Exemption (CEQA)

Pursuant to California Environmental Quality Act (CEQA) Section 15303(d), this project is exempt from further environmental review.

Use and Maintenance Agreement

The 48-inch diameter reinforced concrete drain, Bond Issue Project 9814, Unit 2, Line C, located within 238th Street, east of the intersection of Walnut Street is owned and maintained by LACFCD. In order to divert storm water to the existing Walnut basin, a diversion structure needs to be installed on the 48-inch storm drain line. The Use and Maintenance Agreement will allow the City of Torrance to construct and maintain the diversion structure during the 50 year term of the agreement. This agreement is part of the LACFCD connection permit and is being executed at no additional cost.
Award of Public Works Agreement

The I-173 project was advertised for public bid on July 14, 2019 and July 17, 2019 in the Daily Breeze as B2019-37. Ten (10) bids ranging from $588,931 to 1,490,425 for the Base Bid were received and publicly opened on August 29, 2019 with the following results:

<table>
<thead>
<tr>
<th>NO.</th>
<th>BIDDER</th>
<th>CITY, STATE</th>
<th>BASE BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SRD Engineering, Inc.</td>
<td>Anaheim</td>
<td>$588,931</td>
</tr>
<tr>
<td>2</td>
<td>Paulus Engineering, Inc.</td>
<td>Anaheim</td>
<td>$615,348</td>
</tr>
<tr>
<td>3</td>
<td>Zusser Company, Inc.</td>
<td>Los Angeles</td>
<td>$658,520</td>
</tr>
<tr>
<td>4</td>
<td>Boudreau Pipeline Corporation</td>
<td>Corona</td>
<td>$722,953</td>
</tr>
<tr>
<td>5</td>
<td>Wright Construction Engineering Corp.</td>
<td>San Marcos</td>
<td>$761,250</td>
</tr>
<tr>
<td>6</td>
<td>Clarke Contracting Corporation</td>
<td>Lawndale</td>
<td>$892,685</td>
</tr>
<tr>
<td>7</td>
<td>Gentry General Engineering, Inc.</td>
<td>Rancho Cucamonga</td>
<td>$930,149</td>
</tr>
<tr>
<td>8</td>
<td>Los Angeles Engineering, Inc.</td>
<td>Covina</td>
<td>$1,037,600</td>
</tr>
<tr>
<td>9</td>
<td>Mike Bubalo Construction Co.</td>
<td>Baldwin Park</td>
<td>$1,289,625</td>
</tr>
<tr>
<td>10</td>
<td>Mladen Buntich Construction</td>
<td>Upland</td>
<td>$1,490,425</td>
</tr>
</tbody>
</table>

The Base Bid includes minimum improvements required to divert storm flows to the basin as needed to comply with the Grant Agreement. The Additive Bid Items include improvements for public access, replacement of chain link fencing and gate, replacement of deteriorated corrugated metal pipes and improvement of the access road.

The Engineer’s construction estimate was a range from $735,000 to $745,000. SRD Engineering, Inc. submitted the lowest Base Bid Price of $588,931 and an Additive Bid Price of $134,714. Staff recommends awarding a contract including Base Bid items and all Additive Bid items except Additive Bid Item #113 (8” PVC Casing Pipe with Cleanouts) because the price bid for this item was too high. The bid documents indicate that the contract would be awarded to the lowest responsible bidder based on the Total Base Bid Price. The City can elect to include additive bid items at the time of contract award.

An evaluation of all bids determined that SRD Engineering, Inc. is the lowest responsive bidder. Staff has verified licenses, insurance and contacted the references and all have provided positive feedback. The Public Works Director recommends that the City Council award a Public Works Agreement to SRD Engineering, Inc., of Anaheim, CA for the amount of $684,277 with 5% contingency of $34,214.

Construction of this project will require part time inspection services. Currently, an in-house Public Works Inspector-Capital Projects is available for this project.
Requested Appropriation

The current I-173 budget is $900,000 and was adopted based on $450,000 Proposition 1 Grant Funds and Match Funds. The State changed the source funding from Proposition 1 to Proposition 13 & 40 after the Resolution was approved, therefore the City needs to reappropriate those grant funds to Prop 13 & 40. The remaining balance is $728,524. The projected costs and funding sources are as follows:

<table>
<thead>
<tr>
<th>PREVIOUS DESIGN COSTS</th>
<th>$171,476</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECTED COSTS</td>
<td></td>
</tr>
<tr>
<td>Construction</td>
<td>$684,277</td>
</tr>
<tr>
<td>5% Contingency</td>
<td>$34,214</td>
</tr>
<tr>
<td>Inspection</td>
<td>$35,000</td>
</tr>
<tr>
<td>Project Management</td>
<td>$32,000</td>
</tr>
<tr>
<td>TOTAL PROJECTED I-173 COSTS</td>
<td>$956,967</td>
</tr>
</tbody>
</table>

FUNDING SOURCES

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<table>
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<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Prop 13 &amp; 40 Grant Funds</td>
<td>$450,000</td>
</tr>
<tr>
<td>Match Funds previously appropriated</td>
<td>$450,000</td>
</tr>
<tr>
<td>TOTAL I-173 BALANCE</td>
<td>$900,000</td>
</tr>
</tbody>
</table>

Requested Appropriation  $56,967

An appropriation in the amount of $56,967 from the Sewer Enterprise Fund Balance is recommended to fully fund the Walnut Storm Water and Groundwater Replenishment Basin Project, I-173 for a new not to exceed project budget of $956,967.

Respectfully submitted,
CRAIG BILEZERIAN
Public Works Director

By: John Dettle
Engineering Manager

CONCUR:

Craig Bilezerian
Public Works Director

LeRoy J. Jackson
City Manager

Attachments:  
A. Location Map  
B. Public Works Agreement – SRD Engineering, Inc.  
C. Use and Maintenance Agreement – LACFCD
LOCATION MAP
OF WALNUT STORM WATER CAPTURE
AND GROUNDWATER REPLACEMENT
BASIN PROJECT, I-173

LOCATION
PROJECT
LOCATION

BOUNDARY - CITY OF LOMITA

NOT TO SCALE
PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of October 15, 2019 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and SRD Engineering, Inc., a California corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173 & B2019-37;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173 & B2019-37 (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 two years 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 $684,277 ("Agreement Sum"), plus a contingency of $34,214, if 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 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 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 20 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:

Scott Denton, 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. CITY has no duty, obligation, or responsibility to CONTRACTOR’s agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR’s agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR’s failure to comply with CONTRACTOR’s duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR’s obligations under the Affordable Care Act relating to CONTRACTOR’s agents and employees.
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. **PREVAILING WAGE**

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent
jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS ($1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed. It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS ($25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees...
that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

16. **INDEMNIFICATION**

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

17. **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.

18. **INSURANCE**

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Combined single limits of $2,000,000 per occurrence.

2. Commercial 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 $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be $10,000,000. Such insurance shall not exclude coverage for sudden and accidental pollution incidents and shall include coverage for the perils of explosion, collapse, and underground (XCU).

3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of ($1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

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

C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies. Additional insured coverage endorsement must apply to all work performed by CONTRACTOR.

D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate insurance, 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 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 18.

G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.

I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" 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.

20. 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.
21. 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: SRD Engineering, Inc.
3578 E. Enterprise Dr.
Anaheim, CA 92807
Fax: (714) 630-2484

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Fax: (310) 618-2931

with a copy to:

Attn: John Dettle, P.E.
Public Works Department
City of Torrance
20500 Madrona Avenue
Torrance, CA 90503
Fax: (310) 781-6902
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.

22. **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.

23. **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.

24. **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. To the extent that the terms of the Bid or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

25. **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.

26. **TIME OF ESSENCE**

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

27. **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.
28. **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.

29. **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 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.

30. **ATTORNEY'S FEES**

Except as provided for in Paragraph 16, 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.

31. **EXHIBITS**

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

32. **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.

33. **PUBLIC RECORDS ACT**

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential"; or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

City of Torrance,
a municipal corporation

SRD Engineering, Inc.
a California corporation

Patrick J. Furey, Mayor

By: Scott Denton, President

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN
City Attorney

By: Tatia Y. Strader
Assistant City Attorney

Attachment: Exhibit A: Bid
Rev 0819
EXHIBIT A

Bid
BIDDER'S SUBMITTAL

Company: SPD Engineering, Inc. Total Base Bid: $588,931.00

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, I-173 B2019-37

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

Members of the Council:

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

BID SCHEDULE

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Bid Item Description</th>
<th>Sect. E Special Prov.</th>
<th>Unit Price</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>MOBILIZATION (5% MAX. OF TOTAL BID SCHEDULE COST)</td>
<td>9-3.4</td>
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<td>2</td>
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<td>LS</td>
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<td>3</td>
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<td>LS</td>
<td>NPDES COMPLIANCE</td>
<td>7-8.6</td>
<td>$13,895</td>
<td>$13,895</td>
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<td>4</td>
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<td>LS</td>
<td>TRAFFIC CONTROL</td>
<td>7-10.2 7-10.6</td>
<td>$18,320</td>
<td>$18,320</td>
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<td>5</td>
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<td>LS</td>
<td>STAFF GAUGE</td>
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<td>$1,960</td>
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<td>LS</td>
<td>PHENOLOGY CAMERA</td>
<td>218</td>
<td>$10,050</td>
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<td>7</td>
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<td>LS</td>
<td>CLEARING AND GRUBBING</td>
<td>300-1</td>
<td>$19,440</td>
<td>$19,440</td>
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<td>8</td>
<td>300</td>
<td>CY</td>
<td>UNCLASSIFIED EXCAVATION</td>
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<td>$172</td>
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<td>9</td>
<td>8</td>
<td>LF</td>
<td>REMOVE 48&quot; RCP</td>
<td>300-1.3</td>
<td>$153</td>
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<tr>
<td>10</td>
<td>275</td>
<td>SF</td>
<td>REMOVAL AND DISPOSAL OF DRIVEWAY AND SIDEWALK</td>
<td>300-1.3 $3</td>
<td>$825</td>
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<td>11</td>
<td>30</td>
<td>LF</td>
<td>REMOVAL AND DISPOSAL OF CURB AND GUTTER</td>
<td>300-1.3 $23</td>
<td>$690</td>
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<td>12</td>
<td>83</td>
<td>TON</td>
<td>RIPRAP (FACING CLASS)</td>
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<td>$13,363</td>
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<td>13</td>
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<td>AC PAVEMENT</td>
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<td>14</td>
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<td>CATCH BASIN PER STD PLAN 300, W=7'</td>
<td>303-1 $8,024</td>
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<td>PIPE CONNECTION PER STD PLAN 335, CASE 1</td>
<td>303-1 $2,522</td>
<td>$2,522</td>
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<td>16</td>
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<td>DIVERSION STRUCTURE</td>
<td>303-1 $11,545</td>
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<td>17</td>
<td>1</td>
<td>EA</td>
<td>PERMANENT BULKHEAD, 48&quot; RCP</td>
<td>303-1 $1,837</td>
<td>$1,837</td>
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<tr>
<td>18</td>
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<td>TEMPORARY BULKHEAD, 24&quot; RCP</td>
<td>303-1 $1,097</td>
<td>$1,097</td>
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<tr>
<td>19</td>
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<td>EA</td>
<td>HEADWALL &amp; WINGWALLS PER CALTRANS STD PLAN D86B</td>
<td>303-1 $33,360</td>
<td>$33,360</td>
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<td>PCC CURB &amp; GUTTER, TYPE A2-6</td>
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<td>21</td>
<td>230</td>
<td>SF</td>
<td>PCC SIDEWALK, 4&quot; THICK</td>
<td>303-5 $12</td>
<td>$2,760</td>
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<td>22</td>
<td>35</td>
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<td>PCC DRIVEWAYS, 6&quot; THICK</td>
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<td>LOCAL DEPRESSION PER STD PLAN 313-3, CASE B</td>
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<td>SLOPED PROTECTION BARRIER PER STD PLAN 360-2</td>
<td>304-1 $7,308</td>
<td>$7,308</td>
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<td>LF</td>
<td>18&quot; RCP, 1500 D</td>
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<td>25</td>
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<td>24&quot; RCP, 2200 D</td>
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<td>JACK 48&quot; RCP, 2400 D</td>
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<td>JACKING PIT</td>
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<td>$21,600</td>
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<tr>
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<td>LS</td>
<td>RECEIVING PIT</td>
<td>306-2 $19,310</td>
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</tr>
<tr>
<td>Item #</td>
<td>Est. Qty</td>
<td>Unit</td>
<td>Bid Item Description</td>
<td>Sect. E Special Prov.</td>
<td>Unit Price</td>
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<tr>
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<td>----------------------</td>
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<tr>
<td>31</td>
<td>110</td>
<td>LF</td>
<td>ABANDON EXISTING STORM DRAIN AND FILL WITH SLURRY</td>
<td>306-5</td>
<td>$ 57</td>
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<tr>
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<td>LS</td>
<td>HYDRODYNAMIC SEPARATOR</td>
<td>318</td>
<td>$95,130</td>
</tr>
</tbody>
</table>

TOTAL BASE BID PRICE $588,931

TOTAL BASE BID PRICE: Five hundred eighty-eight thousand nine hundred thirty-one dollars and no cents.

*BASE BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS. B2019-37
### ADDITIVE BID ITEM (BASIN IMPROVEMENTS):

<table>
<thead>
<tr>
<th>Item #</th>
<th>Est. Qty</th>
<th>Unit</th>
<th>Bid Item Description</th>
<th>SPEC. SECTION</th>
<th>Unit Price</th>
<th>Total Bid</th>
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<tbody>
<tr>
<td>101</td>
<td>305</td>
<td>LF</td>
<td>REMOVE EXISTING CHAIN LINK FENCE</td>
<td>300-1.3</td>
<td>$11</td>
<td>$3,365</td>
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<tr>
<td>102</td>
<td>55</td>
<td>LF</td>
<td>REMOVE EXISTING CMP</td>
<td>300-1.3</td>
<td>$275</td>
<td>$15,125</td>
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<tr>
<td>103</td>
<td>7,000</td>
<td>SF</td>
<td>JUTE EROSION CONTROL MATTING AND SEEDS</td>
<td>300-9</td>
<td>$2</td>
<td>$14,000</td>
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<tr>
<td>104</td>
<td>41</td>
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<td>CRUSHED AGGREGATE BASE ACCESS ROAD</td>
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<td>$9,717</td>
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<td>CY</td>
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<td>SF</td>
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<tr>
<td>107</td>
<td>290</td>
<td>LF</td>
<td>CHAIN LINK FENCE, 6' HIGH, WITH BARBED WIRE</td>
<td>304-3</td>
<td>$60</td>
<td>$17,400</td>
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<tr>
<td>108</td>
<td>2</td>
<td>EA</td>
<td>CHAIN LINK WALK GATE, 6' HIGH, WITH BARBED WIRE, W=4'</td>
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<td>$1,199</td>
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<tr>
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<td>CHAIN LINK SINGLE LEAF DRIVE GATE, 6' HIGH, WITH BARBED WIRE, W=16'</td>
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<td>BARBED WIRE AND ANGLE BRACKETS</td>
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<td>LF</td>
<td>SPLIT RAIL FENCE</td>
<td>306-1, 207-18</td>
<td>$134</td>
<td>$7,102</td>
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<tr>
<td>112</td>
<td>53</td>
<td>LF</td>
<td>18&quot; ANNULAR HDPE STORM DRAIN PIPE</td>
<td>308-5.7</td>
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<tr>
<td>113</td>
<td>152</td>
<td>LF</td>
<td>8&quot; PVC CASING PIPE WITH CLEANOUTS</td>
<td>306-5</td>
<td>$49</td>
<td>$7,448</td>
</tr>
<tr>
<td>114</td>
<td>152</td>
<td>LF</td>
<td>ABANDON EXISTING STORM DRAIN AND FILL WITH SLURRY</td>
<td>306-5</td>
<td>$49</td>
<td>$7,448</td>
</tr>
</tbody>
</table>

### ADDITIVE (BASIN IMPROVEMENTS):

**TOTAL ADDITIVE BID PRICE** $134,714

(Figures)*

**TOTAL ADDITIVE BID PRICE:** One hundred thirty-four thousand seven hundred fourteen dollars and no cents.

(Words)*

*ADDITIVE BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.*
BIDDER'S SUBMITTAL (Continued) B2019-37

The contract will be awarded to the lowest responsive bidder based on the Total Base Bid Price. However, the Bidder shall complete the Bid Proposals for the Additive Bid.

The undersigned has read the contract and taking no exception, 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.

SRS Engineering, Inc.

Contractor: [Signature]

Date: 8/24/19  By: [Signature]

Contractor's State License No: 144233  Class: A

Address: 3578 E Enterprise Dr, Anaheim, CA 92807

Phone: 714-630-2430

Fax: 714-630-2484

Email: scottbessengineering.com
ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2019-37

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

Addendum No. 1 \(\textbf{X}\)

Addendum No. 2 \(\textbf{X}\)

Addendum No. 3 ___

Addendum No. 4 ___

Addendum No. 5 ___

Addendum No. 6 ___

Addendum No. 7 ___

Addendum No. 8 ___

Addenda will be issued only by posting to the project's website listed in the Notice Inviting Bids. It is the Bidder's sole responsibility to visit the project's website to obtain and administer any Addendum related to this bid. An Addendum must be acknowledged above by a bidder in its submitted form of Proposal.

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.

\[\text{Bidder's Signature}\]

\[6/29/19\]

\[\text{Date}\]
CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF Orange

B2019-37

Scott Denton, being first duly sworn, deposes and says:

1. That he is the President

Title

of SRD Engineering, 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 WALNUT STORM WATER CAPTURE AND GROUNDWATER REPLENISHMENT BASIN, P-173, B2019-37.

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 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: [Signature]

Subscribed and Sworn to before me this [Signature] day

of [Signature] day

20

(Contractor)

PRES

(Title)

Notary Public in and for said County and State.

(Seal)
CALIFORNIA ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On August 29th, 2019 before me, Andrew S. Miles (Notary Public)

Date

personally appeared Scott Denton

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: ____________________________

Document Date: ____________________________ Number of Pages: __________

Signer(s) Other Than Named Above: ____________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: ____________________________

- Corporate Officer – Title(s):
- Partner – General
- Individual
- Trustee
- Other:

Signer is Representing: ____________________________

- Corporate Officer – Title(s):
- Partner – General
- Individual
- Trustee
- Other:

Signer is Representing: ____________________________
LIST OF SUBCONTRACTORS: B2019-37

The Bidder is required to complete this page in accordance with California Public Contract Code Sections 4100-4114, CHAPTER 4: SUBLETTING AND SUBCONTRACTING. 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: Ace Fence Company
Subcontractor's Address: 727 Glendora Ave, La Puente, CA 91744
Specific Description and dollar value of Subcontract: fencing / $32,425
Work to be performed is part or all of Bid Item(s): 101, 102, 103, 110, 111
List all bid items
License Number: 996577 CA License Classification/Type: A, B, C-13

Name Under Which Subcontractor is Licensed: Golden State Boring & Pipe Jacking, Inc.
Subcontractor's Address: 7000 N. Merrill Ave, Box 40, Chino, CA 91710
Specific Description and dollar value of Subcontract: RCP-Jacked / $720,150
Work to be performed is part or all of Bid Item(s): 28
List all bid items
License Number: 679500 CA License Classification/Type: A

Name Under Which Subcontractor is Licensed: Case Land Surveying, Inc.
Subcontractor's Address: 647 N. Echhoff St, Orange, CA 92866
Specific Description and dollar value of Subcontract: Surveying / $13,950
Work to be performed is part or all of Bid Item(s): 1
List all bid items.
License Number: 65411 CA License Classification/Type: L

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. The Bidding Contractor must include each subcontractor’s contract license number (AB 44). An inadvertent error in listing the subcontractor’s license number shall not be grounds for filing a bid protest, or grounds for considering the bid nonresponsive. If the corrected contractor’s license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening — provided that the corrected license number corresponds to the submitted name and location of the subcontractor.
List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1. Name (Firm/Agency): **SEE ATTACHMENT**
   Address: 
   Contact Person: __________ Telephone No.: __________
   Title of Project: 
   Project Location: 
   Date of Completion: __________ Contract Amount: $

2. Name (Firm/Agency): 
   Address: 
   Contact Person: __________ Telephone No.: __________
   Title of Project: 
   Project Location: 
   Date of Completion: __________ Contract Amount: $

3. Name (Firm/Agency): 
   Address: 
   Contact Person: __________ Telephone No.: __________
   Title of Project: 
   Project Location: 
   Date of Completion: __________ Contract Amount: $

4. Name (Firm/Agency): 
   Address: 
   Contact Person: __________ Telephone No.: __________
   Title of Project: 
   Project Location: 
   Date of Completion: __________ Contract Amount: $
SRD Engineering References

Current Work

Subcontractor to Griffith Company for Delta Airlines / LAWA Maintenance Hanger
Scope of Work - Sewer, Water & Storm Drain
Contract Amount - $1,429,000.00 Anticipated Revised Contract $2,200,200.00 - 80% complete
Contact: Luke Walker - (562-929-1128)

Subcontractor to CA Rasmussen for Caltrans Project / 07-293504
Scope of Work - Storm Drain
Contract Amount - $1,829,000.00 Anticipated Revised Contract $2,000,000.00 - 70% complete
Contact: Jesus Garcia - (805) 331-0819

Completed Work

Subcontractor to Griffith Company for The City of Beverly Hills - Santa Monica Blvd Rehab.
Scope of Work - Sewer, Water & Storm Drain - Final Contract Amount $2,700,000.00
Contact: Luke Walker - (562) 929-1128

Subcontractor to Griffith Company for the City of Anaheim - Brookhurst Ave Rehab.
Scope of Work - Water & Sewer - Final Contract Amount $1,040,000.00
Contact: Luke Walker - (562) 929-1128

Subcontractor to Ortiz Enterprises for Caltrans Project / 07-259024
Scope of Work - Storm Drain - Final Contract Amount $2,300,000.00
Contact: Doug Dawson: (949) 232-3276

Subcontractor to Matich Corporation for The City of Indio - Hwy 111 Rehab.
Scope of Work - Sewer, Water & Storm Drain - Final Contract Amount $1,040,000.00
Contact: Jake Reade: (909) 228-1658

SRD has never had an agency file a claim against it.

SRD has never filed a claim against an agency.
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]:

<table>
<thead>
<tr>
<th>Work Description &amp; Contract Amount</th>
<th>Agency</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE ATTACHMENT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractor's License No.: 644233  
Class: A

a. Date first obtained: 5/7/92  
Expiration: 4/30/21

b. Has License ever been suspended or revoked? No

If yes, describe when and why: N/A

c. Any current claims against License or Bond? No

If yes, describe claims: N/A

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>LICENSE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scott Denton</td>
<td>President</td>
<td>644233</td>
</tr>
<tr>
<td>Deborah Denton</td>
<td>Corporate Secretary</td>
<td></td>
</tr>
</tbody>
</table>
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS
B2019-37

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: N/A

   Federal/State: N/A

   If "yes," identify and describe, (including agency and status): N/A

   ________________________________

   ________________________________

   ________________________________

   Have the penalties been paid? Yes/No: N/A

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: N/A

   Code/Laws: N/A

   Section/Article: N/A

   If "yes," identify and describe, (including agency and status): N/A

   ________________________________

   ________________________________

   ________________________________

C-12
THE BIDDER'S SIGNATURE ON THE BIDDER'S PROPOSAL SUBMITTED WITH ITS BID SHALL CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder [Signature], hereby certifies that he has [X], has not [ ], participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts, which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime CONTRACTORS and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such CONTRACTOR submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

Note: Providing false information may result in criminal prosecution or administrative sanctions

Exhibit 12-E, Attachment C
THE BIDDER’S SIGNATURE ON THE BIDDER’S PROPOSAL
SUBMITTED WITH ITS BID SHALL CONSTITUTE
AN ENDORSEMENT AND EXECUTION OF THIS CERTIFICATION

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Note: Providing false information may result in criminal prosecution or administrative sanctions

Exhibit 12-E, Attachment D
CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: August 15, 2019

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
WALNUT STORM WATER CAPTURE AND GROUNDWATER
REPLENISHMENT BASIN, I-173
B2019-37

Note the following changes and/or additions to the Bidder's Submittal, Plans and Specifications for the project indicated above. This Addendum in its entirety may be viewed and downloaded from the Project website at https://www.torranceca.gov/our-city/public-works/civil-and-traffic-engineering/capital-improvement-projects/walnut-stormwater-capture-and-groundwater-replenishment-basin-project-3144. The bidder shall execute the Bidder's 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, page C-6 of the Specifications.

1. **Refer to Section A, NOTICE INVITING BIDS, pages A-1 and A-2 of the Specifications:**
   
   The NOTICE INVITING BIDS pages A-1 to A-2 are hereby deleted in their entirety and replaced with the new Notice Inviting Bids pages A-1a to A-2a which extended the bid date to August 29, 2019 and added a mandatory meeting on August 21, 2019 and are attached to this Addendum.

2. **Refer to Section C, BIDDER'S SUBMITTAL, pages C-1 to C-4 of the Specifications and in the official Bidder's Submittal package provided by the City Clerk:**

   The Bidder's Submittal page C-2 is hereby deleted in its entirety and replaced with the new Bidder's Submittal page C-2a which changed JACKING PIT and RECEIVING PIT units from CY to LS and is attached to this Addendum. Bidders must use the new Bidder's Submittal page C-2a in their bid.

3. **Refer to Section E, SPECIAL PROVISIONS, Section 6-1, page E-15 of the Specifications:**

   After the third paragraph, insert the following:

   Following the pre-construction meeting, an Administrative Notice to Proceed will be issued to allow Contractor to procure long lead items required for work during road closure. A Notice to Proceed will be issued upon completion of the procurement of long lead items. The sixty-five (65) working days shall commence upon issuance of the Notice to Proceed.
4. Refer to Section E, SPECIAL PROVISIONS, Section 6-7.1, page E-19 of the Specifications:

Delete the entire paragraph and replace with the following:

Time shall be of the essence in the Contract. The Contractor shall begin Work after the mailing by the Engineer to the Contractor, first class mail, postage prepaid, a Notice to Proceed and shall diligently prosecute the same to completion within 65 working days from the start date specified in the Notice to Proceed. No work is allowed during the period of October 15 to April 15 on the 48" reinforced concrete pipe (RCP) Los Angeles County Project 9814-Unit 2, Line B owned by LACFCD, pursuant to LACFCD permit, Appendix X.

5. Refer to Section E, SPECIAL PROVISIONS, Section 209, page E-40 of the Specifications:

Section 209 is hereby deleted in its entirety.

6. Refer to Section E, SPECIAL PROVISIONS, Section 303-4.1.5, page E-52 of the Specifications:

Delete the entire paragraph and replace with the following:

Payment for concrete block masonry shall be per the Contract Unit Price in square feet for REINFORCED CONCRETE BLOCK WALL REPAIRS and shall include all removal of existing damaged wall, mortar joints, grout, reinforcing steel, masonry blocks, and all other tools, equipment, labor, materials and methods necessary for repairing the existing concrete block masonry wall. Bid item does not include removal and replacement of wall foundations. Repairs shall be made similar to SPPWC Std. 601-4.

7. Refer to Section E, SPECIAL PROVISIONS, Section 306-2.6, page E-62 of the Specifications:

Delete the entire paragraph and replace with the following:

The Contract Unit Price for JACKING PIT shall include full compensation for excavation within the jacking pit limits as specified on the Plans, sloping, shoring, bracing, loading, disposing of surplus material, stockpiling, and hauling material to its final location. The Contract Unit Price for RECEIVING PIT shall include full compensation for excavation of the receiving pit within the City’s right-of-way along 238th Street, sloping, shoring, bracing, loading, supporting existing 4" gas line per SPPWC Std. 224-2 Case 1, disposing of surplus material, stockpiling, and hauling material to its final location. The Contract Unit Price per linear foot of JACK 48" RCP, 2400 D shall include the cost of furnishing and installing the conduit, as well as constructing, supporting, and removing pilot tunnels; constructing reinforced concrete cradles where required; providing grout holes, grout, and grouting where necessary; and doing whatever else is appurtenant to jacking conduit within the limits shown on the Plans and as specified herein.
8. Refer to Section E, SPECIAL PROVISIONS, Section 318-2.3, page E-66 of the Specifications:

After the second paragraph, insert the following:
   Jensen Precast
   521 Dunn Circle
   Sparks, NV 89431
   (775) 352-2700

9. Refer to SD-512 PLAN SHEETS, Sheet 4 of 9:

SD-512 Plan Sheets, Sheet 4 of 9 is hereby deleted in its entirety and replaced with Sheet 4 of 9 Revision 1, where the split rail fence material was changed to Western Red Cedar and staff gauge height updated to 15 feet and is attached to this Addendum.

10. Refer to SD-512 PLAN SHEETS, Sheet 5 of 9:

SD-512 Plan Sheets, Sheet 5 of 9 is hereby deleted in its entirety and replaced with Sheet 5 of 9 Revision 1, which added note 54 remove abandoned utility line and is attached to this Addendum.

By Order of the City Engineer

/S/ STEVE FINN

Steve Finton
Acting Deputy Public Works Director/City Engineer

Attachments:

1.) Bidder’s Certification
2.) Notice Inviting Bids, A-1a to A-2a
3.) Bidder’s Submittal, C-2a
4.) SD-512, Sheet 4 of 9, Rev. 1
5.) SD-512, Sheet 5 of 9, Rev. 1
6.) SPPWC Std. 224-2 Case 1
BIDDER'S CERTIFICATION

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

[Signature]
Bidder

[Signature]
By

08/29/19
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: August 22, 2019

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION
OF
WALNUT STORM WATER CAPTURE AND GROUNDWATER
REPLENISHMENT BASIN, I-173
B2019-37

Note the following changes and/or additions to the Bidder’s Submittal, Plans and Specifications for the project indicated above. This Addendum in its entirety may be viewed and downloaded from the Project website at https://www.torranceca.gov/our-city/public-works/civil-and-traffic-engineering/capital-improvement-projects/walnut-stormwater-capture-and-groundwater-replenishment-basin-project-3144. The bidder shall execute the Bidder’s 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, page C-6 of the Specifications.

1. Refer to Section B, INSTRUCTIONS TO BIDDERS, D.3 Bid Instructions and Submissions, page B-2 of the Specifications:

Delete Item #10 Debarment and Suspension Certification and Item #11 Disclosure of Lobbying Activities.

2. Refer to Section C, BIDDER’S SUBMITTAL, pages C-1 and C-4 of the Specifications and in the official Bidder’s Submittal package provided by the City Clerk:

The Bidder’s Submittal pages C-1 and C-4 are hereby deleted in their entirety and replaced with the new Bidder’s Submittal pages C-1a and C-4a which changed the quantity of Item #8 UNCLASSIFIED EXCAVATION from 350 to 300, changed the quantity of Item #110 BARBED WIRE AND ANGLE BRACKETS from 50 to 20, deleted item #105 REINFORCED CONCRETE BLOCK WALL REPAIRS, deleted item #109 CHAIN LINK SINGLE LEAF DRIVE GATE, 6’ HIGH, WITH BARBED WIRE, W=16’, and added new bid item #105 for 2” GRAVEL. These sheets are attached to this Addendum and Bidders must use these new Bidder’s Submittal pages C-1a and C-4a in their bid.

3. Refer to Addendum #1 attachment, Bidder’s Submittal C-2a:

The Bidder’s Submittal page C-2a is hereby deleted in its entirety and replaced with the new Bidder’s Submittal page C-2b which changed the quantity of 18” RCP, 1500 D from 8 to 17 and is attached to this Addendum. Bidders must use the new Bidder’s Submittal page C-2b in their bid.
4. **Refer to Section E, SPECIAL PROVISIONS, Section 7-10.5, page E-32 of the Specifications:**

Delete Section 7-10.5 and subsection 7-10.5.3 in their entirety.

5. **Refer to Section E, SPECIAL PROVISIONS, Section 7-10.6, page E-34 of the Specifications:**

Delete the sixth paragraph requiring submittal of Traffic Control Plan and replace with the following:

After award of the contract, the Contractor shall submit to the City its proposed Traffic Control Plan for non-working hours as required by the Special Provisions and to comply with the requirements specified herein. This submittal shall be made sufficiently in advance (street closure schedules MUST be submitted ten (10) days prior to closing the affected street) of any rerouting or diversion of traffic by the Contractor to allow for a review of the Contractor's proposed traffic control by the Public Works Director. During non-working hours, Contractor is allowed to leave temporary detour signs in place.

By Order of the City Engineer

/S/ STEVE FINTON

Steve Finton
Acting Deputy Public Works Director/City Engineer

Attachments:

1. Bidder's Certification
2. Bidder's Submittal, C-1a
3. Bidder's Submittal, C-2b
4. Bidder's Submittal, C-4a
BIDDER'S CERTIFICATION

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

[Signature]

Bidder

[Signature]

By

08/29/19

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.
USE AND MAINTENANCE AGREEMENT

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as "AGREEMENT"), is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic, (hereinafter referred to as DISTRICT), and the City of Torrance, a municipal corporation, (hereinafter referred to as CITY). DISTRICT and CITY are collectively referred to as PARTIES.

RECITALS

WHEREAS, CITY proposes to construct the Walnut Stormwater Capture and Groundwater Replenishment Basin (hereinafter referred to as "PROJECT"); to treat and infiltrate incoming stormwater and urban runoff to enhance water quality and local water supplies; and

WHEREAS, DISTRICT owns and operates flood control facility Bond Issue Project 9814, Unit 2, Line C (herein referred to as STORM DRAIN), a 48-inch diameter reinforced concrete drain, located within 238th Street, east of the intersection of Walnut Street;

WHEREAS, the following portion of the PROJECT (hereinafter referred to as IMPROVEMENTS), depicted in Exhibit A, are proposed to be located within the STORM DRAIN:

- A Flow Diversion Structure and associated manhole at STORM DRAIN Station 67+97.52

WHEREAS, DISTRICT has issued permit number FCDP2018000255, (hereinafter referred to as PERMIT) to the CITY for construction of the IMPROVEMENTS; and

WHEREAS, the PERMIT requires CITY to prepare an operation and maintenance manual (hereinafter referred to as O&M MANUAL) describing the operation, maintenance, and inspection practices, required regulatory permits, procedures and standards for the IMPROVEMENTS, including maintenance schedules, identification of any specialty maintenance service providers, equipment usage, and a maintenance log sheet.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:
SECTION 1: Authorized Use

1.1. The CITY is authorized and permitted to use the STORM DRAIN for the construction, operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and PERMIT. Any other use of the STORM DRAIN or any portion thereof by the CITY is expressly prohibited.

1.2. The CITY’s use of the STORM DRAIN in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the STORM DRAIN by the DISTRICT, and the CITY’s use of the STORM DRAIN shall at no time interfere with the DISTRICT’s use of the STORM DRAIN.

1.3. This AGREEMENT is valid only to the extent of the DISTRICT’s jurisdiction. The CITY shall be responsible for the acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the PROJECT, and the consent of any underlying fee owners, as applicable, hereinafter collectively referred to as THIRD-PARTY APPROVALS. The CITY shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses.

SECTION 2: Construction and Implementation of PROJECT

2.1. The CITY understands and acknowledges that it is required to comply with the California Environmental Quality Act (hereinafter referred to as CEQA) prior to implementing the PROJECT and that the CITY shall be the lead agency with respect to any and all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, the CITY hereby agrees to indemnify, defend, and hold harmless the DISTRICT and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.

2.2. Upon completion of the construction of the PROJECT, the CITY shall provide to the DISTRICT a complete set of the as-built plans for the PROJECT in an electronic format. In addition, the CITY shall provide shapefiles for all maps depicting the PROJECT.
SECTION 3: Operation and Maintenance of IMPROVEMENTS

3.1. The CITY shall, upon completion of construction, be responsible for the operation, maintenance, and repair of the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT and the provisions of the O&M MANUAL.

3.2. The DISTRICT shall not be responsible for any costs associated with the operation and maintenance of the IMPROVEMENTS, including but not limited to, any costs related to repairs and/or replacement of components and obtaining, complying with and renewing as necessary all required regulatory permits.

3.3. The CITY shall operate and maintain the IMPROVEMENTS in a safe, clean, and orderly condition, and in compliance with the O&M MANUAL and all applicable Federal and State laws, local ordinances (including the Los Angeles County Flood Control District Code) and applicable regulatory permits.

3.4. The CITY shall be responsible to inspect the IMPROVEMENTS and clear any obstructions, sediment, or debris that may interfere with the proper functioning of the STORM DRAIN, including upstream and downstream of all connections to the STORM DRAIN (100 feet for open channels and 50 feet for covered storm drains, from ends of connections in both directions). The CITY shall take appropriate measures to make sure sediment does not enter the STORM DRAIN from the PROJECT.

3.5. The CITY shall provide the DISTRICT with 24-hour contact information for person(s) responsible for the operation and maintenance activities related to the IMPROVEMENTS. The DISTRICT shall provide the CITY with 24-hour contact information for person(s) responsible for maintaining the STORM DRAIN.

3.6. The CITY shall coordinate and communicate with the DISTRICT in regard to operation, maintenance, and repair activities related to the IMPROVEMENTS.

3.6.1. The CITY shall notify the DISTRICT a minimum of thirty (30) days in advance of any major (nonroutine) proposed maintenance activities related to the IMPROVEMENTS; provided, however, that in the event the CITY becomes aware of the need to perform any such maintenance activities less than thirty (30) days from the date it proposes to perform said activities, it shall notify the DISTRICT immediately upon determining to perform the activities.
3.6.2. The CITY shall notify the DISTRICT a minimum of forty-eight (48) hours in advance of any routine maintenance activities related to the IMPROVEMENTS including trash removal, routine cleaning, and minor repairs.

3.6.3. The CITY shall provide the DISTRICT with an annual summary report of its operations and maintenance of the IMPROVEMENTS and status of all related regulatory permits. The contents of the summary report shall include at a minimum the following information:

a. Name of PROJECT;
b. Location description;
c. Project contact information;
d. Description of the PROJECT and its function and direct impact to the STORM DRAIN;
e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, nonroutine, and emergency), date and time of activities, and description of work performed;
f. Summary of major repairs completed, including but not limited to, type of repairs, location of repairs, pre- and post-repair photographs, date and time of repairs;
g. Summary of public inquiries and complaints related to the PROJECT and the CITY’S response;
h. Summary of volume captured or discharged from PROJECT;
i. Status of any regulatory permits affecting the operation or maintenance of the IMPROVEMENTS;
j. Status of any specialty contractor agreements required for ongoing maintenance and repairs of the IMPROVEMENTS;

3.6.4. The annual summary report shall be mailed to following address by July 30th each year:

Attention: Ed Teran, Area Engineer
Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division – Imperial Yard
5525 East Imperial Highway
South Gate, CA 90280
3.7. The DISTRICT shall coordinate and communicate with the CITY regarding any maintenance activities by the DISTRICT related to the STORM DRAIN that may impact the IMPROVEMENTS.

3.8. If the CITY fails to perform any maintenance activities as provided for in this AGREEMENT in a timely manner, the DISTRICT reserves the right to remedy any such maintenance deficiency that the DISTRICT determines impairs the functioning of the STORM DRAIN or the DISTRICT's flood protection activities. However, prior to taking any action to remedy any such maintenance deficiency, the DISTRICT shall provide written notice to the CITY of the deficiency. If the CITY fails to correct the deficiency within thirty-five (35) days from the date of the notice or such longer period as the DISTRICT, in its sole discretion may agree to, the DISTRICT shall thereafter be entitled to correct the deficiency. Notwithstanding the foregoing, if the DISTRICT determines that immediate remedial action is required to prevent or mitigate a dangerous condition, the DISTRICT shall be entitled to implement the remedial action(s) after giving the CITY as much notice as the DISTRICT determines is feasible under the circumstances. If the DISTRICT takes any remedial action pursuant to this Section, it shall prepare and send to the CITY an invoice for all work undertaken by the DISTRICT to remedy any maintenance deficiency, and the CITY shall, within thirty (30) days from the receipt of the invoice, reimburse the DISTRICT for all costs and expenses reasonably incurred by the DISTRICT to remedy said deficiency.

3.9. The CITY shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc. The DISTRICT shall forward to the CITY any community relations, public inquiries, complaints, etc., related to the PROJECT.

3.10. The CITY shall not discharge any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drain owned or operated by the DISTRICT unless authorized by a permit to do so from the State Water Resources Control Board or the Los Angeles Regional Water Quality Control Board (hereinafter referred to as WATER BOARDS). The CITY shall provide a copy of any such permit to the DISTRICT prior to discharging any non-stormwater from the PROJECT to the DISTRICT FACILITIES or to any other storm drains owned or operated by the DISTRICT.

SECTION 4: Term

4.1. The term of this AGREEMENT shall be for fifty (50) years (Initial Term), subject to the DISTRICT's right to terminate the CITY'S use as provided for in Section 5 in this AGREEMENT.
4.2. This AGREEMENT shall expire at the end of the Initial Term provided; however, the Chief Engineer of the DISTRICT or his designee may extend the term of this AGREEMENT, beyond the Initial Term, up to ten (10) years, subject to such terms and conditions as they deem appropriate, upon receipt of a written request from the CITY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 5: Termination of AGREEMENT

5.1. The DISTRICT shall have the right to terminate this AGREEMENT by giving the CITY at least one hundred twenty (120) days prior written notice, under the following conditions:

5.1.1. The DISTRICT proposes a project for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and

5.1.2. The DISTRICT determines, in good faith, that the IMPROVEMENTS or any portion thereof, would be substantially incompatible with the DISTRICT's proposed project; and

5.1.3. The DISTRICT has notified the CITY of the basis for the DISTRICT'S determination that a substantial incompatibility will exist and has provided the CITY with a reasonable opportunity to propose modifications to the IMPROVEMENTS that will eliminate the incompatibility; and

5.1.4. After consideration of any such modifications proposed by the CITY, the DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, a substantially incompatibility would still exist.

5.2. The DISTRICT shall have the right to terminate this AGREEMENT in the event the CITY breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time up to a maximum of one hundred twenty (120) days from the date the DISTRICT provides written notice of said breach or breaches to the CITY. Upon receipt of a written notice of breach, the CITY shall, within thirty (30) days of the date of the written notice, send the DISTRICT a written response describing the corrective measures that the CITY proposes to implement. The PARTIES shall thereafter promptly meet and confer, in good faith, to reach agreement on the corrective measures. The CITY shall
not implement any corrective measure until it has been approved and agreed upon by the DISTRICT.

5.3. The DISTRICT shall have the right to terminate this AGREEMENT if construction of the PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.

5.4. The DISTRICT shall have the right to suspend or terminate this AGREEMENT in the DISTRICT’s sole discretion, in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the STORM DRAIN or any portion thereof, in order to respond to an emergency as defined in Public Contract Code Section 1102.

5.5. The CITY shall have the right to terminate this AGREEMENT for any reason, by giving the DISTRICT at least sixty (60) days prior written notice, subject to the CITY’s obligation to remove the IMPROVEMENTS described in Section 6, below.

SECTION 6: Removal of IMPROVEMENTS and Restoration of the STORM DRAIN

6.1. Upon termination of this AGREEMENT, the DISTRICT may, in its sole discretion, provide a written notice to the CITY to remove all or any portion of the IMPROVEMENTS, and to restore the STORM DRAIN to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off all connections between PROJECT and STORM DRAIN). If the DISTRICT provides such notice, the CITY shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as the DISTRICT may in its sole discretion agree to.

6.2. Prior to commencing the removal of any IMPROVEMENTS within the STORM DRAIN, the CITY shall apply for and obtain a permit for the removal activities from the County of Los Angeles Public Works, Land Development Division, Permits and Subdivisions Section, and shall also apply for and obtain any and all other necessary local, State, and Federal permits applicable to the removal of the IMPROVEMENTS.

6.3. If the CITY fails to comply with the DISTRICT’s notice referred to in subsection 6.1, the DISTRICT may, in its sole discretion, remove any or all IMPROVEMENTS referenced in the DISTRICT’s notice to the CITY.

6.4. If the DISTRICT removes any IMPROVEMENTS pursuant to subsection 6.3, the DISTRICT shall submit a billing invoice to the CITY indicating the costs and expenses reasonably incurred by the DISTRICT in connection
with the removal of the IMPROVEMENTS and the CITY shall reimburse the DISTRICT all such costs and expenses within thirty (30) days of the CITY's receipt of a billing invoice from the DISTRICT.

SECTION 7: Miscellaneous Provisions

7.1. Damage to STORM DRAIN or PROJECT

7.1.1. If any components of the PROJECT are damaged by any negligent act or omission of the DISTRICT, the DISTRICT shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The DISTRICT shall be responsible for all costs related to these repairs and/or replacements.

7.1.2. If any components of the STORM DRAIN are damaged by any negligent act or omission of the CITY (including its consultants and contractors), the CITY shall repair and replace those components within a reasonable time frame after discovery or notice thereof. The CITY shall be responsible for all costs related to these repairs and/or replacements.

7.2. The DISTRICT shall not be responsible for the expense of any relocation, alteration, or modification of the PROJECT, or any portion thereof.

7.3. Indemnification, Release, and Insurance.

7.3.1. The CITY shall indemnify, defend, and hold harmless the DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to the construction, operation, maintenance, repair, modification, or removal of the PROJECT, or any portion thereof, except to the extent caused by the negligence or willful misconduct of the DISTRICT, the County of Los Angeles, or their respective officers, employees or contractors.

7.3.2. The DISTRICT shall indemnify, defend, and hold harmless the CITY and its respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including without limitation, reasonable attorney fees and costs of litigation, arising out of or in any way connected to operation and maintenance of the STORM DRAIN exclusive of the IMPROVEMENTS, or any portion thereof, except to the extent caused by the negligence or
willful misconduct of the CITY or its respective officers, employees or contractors.

7.3.3. The CITY releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses the CITY may sustain as a result of any damage to, or destruction of, the PROJECT, or any portion thereof, attributable to flood or stormwaters, or any other runoff tributary to the STORM DRAIN, except to the extent such damages are caused by the negligence or willful misconduct of the DISTRICT or its officers, employees or contractors.

7.3.4. Without limiting the CITY’s indemnification of the DISTRICT, the CITY shall procure and/or maintain, in full force and effect during the term of this AGREEMENT, insurance policies or a program of self-insurance providing for the following coverage related to the IMPROVEMENTS:

7.3.4.1. Commercial general liability and property damage coverage with a combined single limit liability in the amount of not less than two million dollars ($2,000,000) per occurrence.

7.3.4.2. Worker’s Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and the CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, the CITY in the course of carrying out the work or services contemplated in this AGREEMENT.

7.3.4.3. Automobile Liability Insurance: the CITY shall procure such policy with coverage of not less than one million dollars ($1,000,000) per accident.

7.3.4.4. The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. The CITY shall furnish to the DISTRICT a Policy of Insurance evidencing the CITY’S insurance coverage no later than ten (10) working days after execution of the AGREEMENT. Upon renewal of said policy, the CITY shall furnish to the DISTRICT a Certificate evidencing the CITY’s continued insurance coverage as required herein.
7.3.4.5. Should the CITY elect to comply with this section through a program of self-insurance, CITY shall provide, a Certificate of Self-Insurance to DISTRICT indicating limits of such self-insurance coverage that meet or exceed those stated herein.

7.4. Relationship of Parties. The Parties are and shall remain at all times as to each other wholly independent entities. No Party to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of another Party unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.

7.5. Binding Effect. This AGREEMENT shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each Party; provided, however, no Party may assign its respective rights or obligations under this AGREEMENT without prior written consent of the other Party.

7.6. Amendment. The terms and provisions of this AGREEMENT may not be amended, modified or waived, except by an instrument in writing signed by all the Parties.

7.7. Waiver. Waiver by any Party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party to any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT.

7.8. Governing Law. This AGREEMENT is made under and will be governed by the laws of the State of California. In the event of litigation between the Parties, venue in the state trial court shall lie exclusively in the County of Los Angeles.

7.9. No Presumption in Drafting. All Parties have been represented by legal counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language.

7.10. Severability. The provisions of this AGREEMENT are severable, and the invalidity, illegality or unenforceability of any provision of this AGREEMENT will not affect the validity or enforceability of any other provisions. If any provision of this AGREEMENT is found to be invalid, illegal, or unenforceable, the Parties shall endeavor to modify that clause in a manner
which gives effect to the intent of the Parties in entering into this AGREEMENT.

7.11. Counterparts. This AGREEMENT may be executed in counterparts, which together shall constitute the same and entire Agreement.

7.12. Administration. Each of the persons signing below on behalf of a Party represents and warrants that they are authorized to sign this AGREEMENT on behalf of such Party.

7.13. Notices

Any correspondence, communication, or contact concerning this AGREEMENT, and all notices that are to be given or that may be given by PARTIES shall be directed to all of the following:

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Planning Division, 11th Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Mr. Keith A. Lilley
Phone No.: (626) 458-4300
Fax No.: (626) 457-1526

Los Angeles County Flood Control District
Los Angeles County Public Works
Stormwater Maintenance Division, Annex Building 2nd Floor
900 South Fremont Avenue
Alhambra, CA 91803-1331
Attention: Mr. Steve Sheridan
Phone No.: (626) 458-4145
Fax No.: (626) 458-4165

City of Torrance
Department of Public Works
3031 Torrance Blvd.
Torrance, CA 90503
Attention: Craig Bilezerian, P.E.
Phone No.: (310) 618-3054
CBilezerian@TorranceCA.gov
The PARTIES shall promptly notify each other of any change of the contact information specified in this Section, including personnel changes. IN WITNESS WHEREOF, the DISTRICT and the CITY have caused this AGREEMENT to be executed by their respective duly authorized officers, by the DISTRICT on ________________, 2019; by the CITY on ________________, 2019.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
A body corporate and politic

By:__________________________
   Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:__________________________
   Deputy

CITY OF TORRANCE

By:__________________________
   Patrick J. Furey, City Mayor

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN
City Attorney

By:__________________________
   Tatia Y. Strader, Assistant City Attorney