



Request for Proposals (RFP)

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

RFP No. 2012-45

Request for Proposal to Drill Pilot Water Wells for the City of Torrance

RFP Submittal Information

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

Late proposals will not be accepted.

Location: Office of the City Clerk

3031 Torrance Blvd.

Torrance, CA 90503

Date: Thursday, November 29, 2012

Time Deadline: **2:00 P.M.**

An original plus two (2) printed copies in a sealed envelope and marked with the RFP number and title must be submitted by the deadline. Your submittal must include the following:

- Vendor's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional sheets/pages including the following:
 - Work done on similar projects
 - Qualifications
 - Proposed Schedule
 - Proposed Work Plan
 - Cost breakdown (Proposal Submittal Price)
- Vendors Affidavit (Attachment 1)

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective vendors.

The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time.

Location: Public Works Department Training Room

20500 Madrona Ave

Torrance, CA 90503

Date: Thursday, November 15, 2012

Time: 9:00 a.m.

Questions Regarding this RFP Should be Directed to:

John Dettle, P.E.

Engineering Manager

(310) 618-3059

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, November 15, 2012. An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP to Drill Pilot Water Wells for the City of Torrance, RFP No. 2012-45".

Background:

The City of Torrance desires to engage the services of a licensed Construction and Drilling Company to provide Drilling Services for two pilot water wells; one at 185th Street and Van Ness Avenue (Well #12) and the other at 186th Street and Van Ness at La Carretera Park (Well #13).

Proposal Submittal Form:

If your firm is interested in performing these services, please submit the information requested in the attached exhibits. Also, please submit information relative to your experience on similar projects and any other information necessary to adequately describe your professional qualifications.

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "Request for Proposal to Drill Pilot Water Wells for the City of Torrance RFP No. 2012-45" and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

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

Mandatory Pre-Proposal Conference:

The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Vendors submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors will then be allowed to visit the proposed well sites on the day of the meeting. No exceptions will be allowed. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

The Contract:

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

Reservation:

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

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

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

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

Affidavit:

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

Standards for Evaluation:

The City will be the sole determiner of suitability to the City’s needs. Proposals will be rated according to their completeness and understanding of the City’s needs, conformance to the requirements of the technical specifications, prior experience with similar scope of work, financial capabilities, delivery, and cost.

City staff will use the following priorities, as well as pricing, in determining which proposal best meets the needs of the City. The City will be the sole determiner of suitability to the City’s needs. During the evaluation process, points will be assigned to each criterion as shown up to a maximum of 100 points.

Category	Description	Possible Points
Projects	Similar Projects Completed	25
Staff	Years of Experience	15
	Qualifications	10
Scope of Work	Time of Completion	5
	Permits	10
	Work Plan	10
Price	Cost to the City	25

Errors and Omissions:

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

SECTION II TECHNICAL REQUIREMENTS**Introduction:**

The City of Torrance is requesting proposals from qualified vendors to drill pilot water wells at the following locations:

- 185th Street and Van Ness Avenue (Well #12)
- 186th Street and Van Ness Avenue (Well #13)

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

Scope of Work:**Scope of Work- Pilot Well No 12- 185th Street and Van Ness Avenue**

General Provisions are those of the Standard Specifications for Public Works Construction, latest edition and supplement thereto. Cal. Dept. of Water Resources (DWR) Water Well Standards (Bulletin 74-81 and 74-90) AWWA Standards for Water Well Construction (AWWA A100-06) American Society of Testing Materials ASTM D4050-96(2002)

Work Hours: All work must only be performed between the hours the hours of **7:00 A.M. and 5:30 P.M.** unless otherwise approved by the Engineer. **Due to the nature of work, certain construction activities must be performed 24 hours per day until completed**

Time of Completion: Time must be of the essence in the Contract. The Contractor must complete the work within forty **(40) working days** from the start date specified in the Notice to Proceed.

Water Source: The City will provide for the water source

Noise Control: Enforce acceptable noise abatement procedures on equipment/machineries. **Structural noise barriers such as sound wall or sound panel, blanket or curtain must be required.**

Permits: In accordance with the prevailing accepted standard work procedure, the Contractor, at vendor's expense must secure and enforce the requirements of the following permits;

- i) Los Angeles County Environmental Health Division Permit
- ii) NPDES Permit from the State Regional Water Quality Board

The discharger must implement monitoring program on the effective data of this permit. The discharger must submit monitoring reports to the Regional Board by date shown:

January - March by May 15
April - June by August 15

- iii) Caltrans Encroachment Permit. The City has applied for an Encroachment Permit from Caltrans to discharge ground water into Caltrans storm drain. Contractor must apply for a rider to this permit. City will reimburse Contractor for the amount of the permit only
- iv) A City of Torrance Construction and Excavation Permit from the Community Development Department. This permit will be a no fee permit.
- v) All Contractors doing business in the City of Torrance must apply for a City of Torrance Business License.

Well Construction Sequence:

1. Install sound barriers and discharge water disposal system
2. Drilling, installing and cementing a 36-inch OD x 3/8 inch thick conductor casing to depth of 50 feet within a 48-inch diameter borehole Conductor Casing: 36" OD x 3/8" thick per ASTM Specifications A139 Grade B low carbon steel Cement Grout: 968 lbs. of Type II cement (ASTM C150-95) and 1,936 lbs. washed sand, to create one cubic yard of material
3. Mobilizing a **fluid reverse recirculation rotary drilling rig** and its associated equipment to the well site including solid control equipment and a working geologist
4. Drilling and sampling the 17 1/2 -inch diameter borehole to a total depth of 900 feet below ground surface (bgs).

Formation samples must be collected at 10-foot intervals in order to classify the geologic formations encountered. Deviation surveys will be conducted every 100 feet. A maximum deviation of 1/2 degree from vertical per 100 feet will be allowed, over which the Contractor is required to correct the deviation. Upon completion of the pilot borehole, a suite of geophysical borehole logs must be run on the entire depth of the pilot borehole by an entity mutually selected by the Geohydrologist and the City, which is independently owned and separate from the Contractor. Coordinate Construction Inspection (provided by a City hired Geohydrological entity), to perform the following;

- Monitor mobilization
- Inspect/approve construction material
- Monitor/inspect conductor casing installation
- Monitor/inspect pilot borehole construction
- Provide Geohydrological Services
- Sample of drill cuttings every 10 feet.
- Geologist - Driller's log

CIRCULATION RESERVOIRS-PORTABLE FLUID TANKS. The Contractor must provide adequate baffled or divided drilling fluid reservoirs that are equivalent in volume to that pilot borehole plus conductor casing.

DRILLING FLUID - The Contractor must obtain the services of an approved qualified drilling fluid engineer (who is not an employee of the Contractor) to assist in performing all the necessary operations needed to keep the drilling fluid under proper control during drilling process.

TESTING AND DISPOSAL OF DRILL CUTTINGS. **All soil cuttings must be removed from the site and must be the property of the Contractor and must be disposed of in a lawful manner.** Contaminated soil is not anticipated.

5. Performing isolated aquifer zone testing on an estimated three (3) zones within the pilot borehole. The Geohydrologist will select the zones from within the saturated interval for isolated zone testing. The Contractor must isolate the aquifer zone. Once the zone test interval has been determined to be adequately constructed, the Contractor must begin airlifting from within the drill pipe to initially develop the zone and verify an adequate seal.

A high capacity submersible pump, capable of producing 200 gallons per minute with 900 feet of lift, must be placed within the drill pipe. **The Contractor must deposit the discharged water into Baker tanks and treat the water before discharging according to the Los Angeles County's regulations for discharged water and pursuant to State NPDES Permit. Discharged water from the Baker Tanks must be piped through the nearest box culvert on 185th Street and into the Caltrans storm drain pipe.**

The isolated zone must be pumped continuously at a rate directed by the Geohydrologist. During this time at one hour intervals, the depth of water, turbidity, instantaneous discharge rate (gpm), pH, TDS, and exact time (hours and minutes) of each reading must be recorded.

6. Abandonment of pilot borehole: Should the pilot borehole yields satisfactory results the borehole must be backfilled with approved aggregates up to the bottom of the conductor casing. Otherwise, the borehole must be destroyed in accordance with Los Angeles County requirements.
7. All irrigation pipes have to be protected in place. It is the Contractor's responsibility to repair/replace all damaged irrigation pipes and spray heads.
8. Grass areas that are damaged shall be removed and grass seeded and maintained until grass takes root.

Scope of Work- Pilot Well No 13 - 186th Street and Van Ness Avenue

General Provisions are those of the Standard Specifications for Public Works Construction, latest edition and supplement thereto. Cal. Dept. of Water Resources (DWR) Water Well Standards (Bulletin 74-81 and 74-90) AWWA Standards for Water Well Construction (AWWA A100-06) American Society of Testing Materials ASTM D4050-96(2002)

Work Hours: All work must only be performed between the hours the hours of **7:00 A.M. and 5:30 P.M.** unless otherwise approved by the Engineer. **Due to the nature of work, certain construction activities must be performed 24 hours per day until completed**

Time of Completion: Time must be of the essence in the Contract. The Contractor must complete the work within forty **(40) working days** from the start date specified in the Notice to Proceed.

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Noise Control: Enforce acceptable noise abatement procedures on equipment/machineries. **Structural noise barriers such as sound wall or sound panel, blanket or curtain must be required.**

Permits: In accordance with the prevailing accepted standard work procedure, the Contractor, at vendor's expense must secure and enforce the requirements of the following permits;

- i) Los Angeles County Environmental Health Division Permit
- ii) NPDES Permit from the State Regional Water Quality Board

The discharger must implement monitoring program on the effective data of this permit. The discharger must submit monitoring reports to the Regional Board by date shown:

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- iii) Caltrans Encroachment Permit. The City has applied for an Encroachment Permit from Caltrans to discharge ground water into Caltrans storm drain. Contractor must apply for a rider to this permit. City will reimburse Contractor for the amount of the permit only
- iv) A City of Torrance Construction and Excavation Permit from the Community Development Department. This permit will be a no fee permit.
- v) All Contractors doing business in the City of Torrance must apply for a City of Torrance Business License.

Well Construction Sequence:

1. Install work area fencing, sound barriers and discharge water disposal system
2. Drilling, installing and cementing a 36-inch OD x 3/8 inch thick conductor casing to depth of 50 feet within a 48-inch diameter borehole Conductor Casing: 36" OD x 3/8" thick per ASTM Specifications A139 Grade B low carbon steel Cement Grout: 968 lbs. of Type II cement (ASTM C150-95) and 1,936 lbs. washed sand, to create one cubic yard of material
3. Mobilizing a **fluid reverse recirculation rotary drilling rig** and its associated equipment to the well site including solid control equipment and a working geologist
4. Drilling and sampling the 17 1/2 -inch diameter borehole to a total depth of 900 feet below ground surface (bgs).

Formation samples must be collected at 10-foot intervals in order to classify the geologic formations encountered. Deviation surveys will be conducted every 100 feet. A maximum deviation of 1/2 degree from vertical per 100 feet will be allowed, over which the Contractor is required to correct the deviation. Upon completion of the pilot borehole, a suite of geophysical borehole logs must be run on the entire depth of the pilot borehole by an entity mutually selected by the Geohydrologist and the City, which is independently owned and separate from the Contractor. Coordinate Construction Inspection (provided by a City hired Geohydrological entity), to perform the following;

- Monitor mobilization
- Inspect/approve construction material
- Monitor/inspect conductor casing installation
- Monitor/inspect pilot borehole construction
- Provide Geohydrological Services
- Sample of drill cuttings every 10 feet.
- Geologist - Driller's log

CIRCULATION RESERVOIRS-PORTABLE FLUID TANKS. The Contractor must provide adequate baffled or divided drilling fluid reservoirs that are equivalent in volume to that pilot borehole plus conductor casing.

DRILLING FLUID - The Contractor must obtain the services of an approved qualified drilling fluid engineer (who is not an employee of the Contractor) to assist in performing all the necessary operations needed to keep the drilling fluid under proper control during drilling process.

TESTING AND DISPOSAL OF DRILL CUTTINGS. **All soil cuttings must be removed from the site and must be the property of the Contractor and must be disposed of in a lawful manner.** Contaminated soil is not anticipated.

5. Performing isolated aquifer zone testing on an estimated three (3) zones within the pilot borehole. The Geohydrologist will select the zones from within the saturated interval for isolated zone testing. The Contractor must isolate the aquifer zone. Once the zone test interval has been determined to be adequately constructed, the Contractor must begin airlifting from within the drill pipe to initially develop the zone and verify an adequate seal.

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The isolated zone must be pumped continuously at a rate directed by the Geohydrologist. During this time at one hour intervals, the depth of water, turbidity, instantaneous discharge rate (gpm), pH, TDS, and exact time (hours and minutes) of each reading must be recorded.

6. Abandonment of pilot borehole: Should the pilot borehole yields satisfactory results the borehole must be backfilled with approved aggregates up to the bottom of the conductor casing. Otherwise, the borehole must be destroyed in accordance with Los Angeles County requirements.
7. All irrigation pipes have to be protected in place. It is the Contractor's responsibility to repair/replace all damaged irrigation pipes and spray heads.
8. Grass areas that are damaged shall be removed and grass seeded and maintained until grass takes root.

Work Plan:

Vendor must provide a Proposed Schedule (work to start January 2013) and a proposed work plan (maximum of 5 pages)

Proposal Submittal:

Each proposal must contain the following: Vendors that do not provide these items in their will be disqualified and their proposal will not be evaluated.

- Work done on similar projects
- Qualifications
- Proposed Schedule
- Proposed Work Plan
- Cost breakdown

RFP No. 2012-45

Request for Proposal to Drill Pilot Water Wells for the City of Torrance

SECTION III PROPOSAL SUBMITTAL

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

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Address

City/State/Zip Code

Telephone Number/Fax Number

Printed Name/Title

Signature

Date

Contact for Additional Information:

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

Name

Title

Telephone Number/Fax Number

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

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

Vendor Name: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this RFP.

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

Do you offer any discounted invoice terms? _____

References:

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP.

Name of Company/Agency Person to Contact Telephone No.

Street Address City State Zip Code

Name of Company/Agency Person to Contact Telephone No.

Street Address City State Zip Code

Name of Company/Agency Person to Contact Telephone No.

Street Address City State Zip Code

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different then what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number of your attachment in the space below.
General Provisions of the Standard Specifications for Public Works Construction, latest edition and supplement thereto			
Cal. Dept. of Water Resources(DWR) Water Well Standards (Bulletin 74-81 and 74-90)			
AWWA Standards for Water Well Construction (AWWA A100-06)			
American Society of Testing Materials ASTM D4050-96(2002)			
Complete work within forty(40) working days			
Obtain all permits from the various agencies			
Provide noise abatement procedures on equipment/machineries			

RFP Submittal Requirement and Acknowledgement		
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.		
RFP Scope of Work Questions		Place a check mark in this column indicating that you have answered this question in your proposal submittal.
1	Our RFP submittal includes a description of your experience with drilling pilot wells.	
2	Our RFP submittal includes our experience applying for similar permits as required in the Scope of Work of this RFP	
3	Our RFP submittal includes describes the qualifications of our personnel that if awarded will be involved in this project.	
4	Our RFP submittal includes a price proposal to complete the work described in this RFP	

Vendor Name: _____

Sample Cost Breakdown (Provide cost for each well site on the following pages below)					
Item No.	Qty	Unit of Measure	Description	Unit Cost	Extended Cost
1	1	LS	Mobilization, demobilization, site clean-up and restoration, including submittal of insurance certificates and bonds, contracts, permits, materials and list of subcontractors	\$	\$
2	1	LS	Provide temporary fencing to secure site and sound barriers	\$	\$
3	1	LS	Disposal of Drill Cuttings.	\$	\$
4	1	LS	Provide water disposal system so that no localized flooding of streets occur	\$	\$
5	50	LF	Drill 48" dia conductor borehole, install 36" dia. by 3/8" wall conductor casing.	\$	\$
6	850	LF	Drill 17 1/2" dia. pilot hole, use REVERSE CIRCULATION rotary drilling method.	\$	\$
7	1	LS	Provide geophysical borehole logs.	\$	\$
8	3	Zone	Install isolated aquifer zone test tools, gravel envelope, and seals (3 zones).	\$	\$
9	54	Hour	Airlift/Pump isolated zone test intervals (est. = 18 hours per zone; 3 zones).	\$	\$
10	3	Sample	Zone testing water quality analysis (1 sample per zone; 3 zones).	\$	\$
11	450	LF	Backfill pilot hole up to the conductor	\$	\$

Vendor Name: _____

Price Submittal Cost Breakdown Pilot Well No 12- 185 th Street and Van Ness Avenue					
Item No.	Qty	Unit of Measure	Description	Unit Cost	Extended Cost
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Vendor Name: _____

Price Submittal Cost Breakdown					
Well No.					
Item No.	Qty	Unit of Measure	Description	Unit Cost	Extended Cost
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn deposes and says:

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

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

_____ (Title of RFP)

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

Dated this ____ day of _____, 20_____.

(Proposer Signature)

(Title)

CONTRACT SERVICES AGREEMENT

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

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to insert brief description of services.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

- 1. **SERVICES TO BE PERFORMED BY CONTRACTOR**
CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- 2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .
- 3. **COMPENSATION**
 - A. CONTRACTOR’s Fee.

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

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. CITY REPRESENTATIVE

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

Representative 1
Representative 2

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

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

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

a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and

b. Primary Property Damage of at least \$250,000 per occurrence; or

c. Combined single limits of \$1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

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

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

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

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

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 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

Contractor's Name and Address

Fax: Insert Fax Number

CITY:

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE
a Municipal Corporation

ATTEST:

Frank Scotto, Mayor

Sue Herbers
City Clerk

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

By: _____

Firm Name
Type of Entity

By: _____

Signer
Title

Attachments: Exhibit A Scope of Services
Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A
SCOPE OF SERVICES
[To be attached]

EXHIBIT B
COMPENSATION SCHEDULE

[To be attached]

PROPOSED PILOT WELL AT 185TH STREET



PROPOSED PILOT WELL AT LA CARRETERA PARK – 186TH STREET

