



**Request for Proposals (RFP)**

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

RFP No. B2014-06 RFP for Design Build of a Precast Concrete Restroom at Lago Seco Park

<b>RFP Submittal Information</b>	
Proposals may be mailed or hand delivered. No faxed proposals will be accepted. <b>Late proposals will not be accepted. No Exceptions</b>	
<b>Location:</b>	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
<b>Date:</b>	Monday, February 24, 2014
<b>Time Deadline:</b>	3:00 p.m. Local (Pacific) Time

**Submittal Requirements**

*An original plus three (3) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following:*

- Vendor's Response (Section III of this document pages 12 through 19) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)
- Bid Bond (Attachment 2)
- Detailed information of proposed restroom, including floor plan and elevations.
- Proposed timeline: Design and Permitting, Manufacturing, Installation and Onsite work.
- Cost for each task: Design and Permitting, Manufacturing, Installation and Onsite work
- Manufacturer's certification
- California Contractors State License

Prior to the award of a Contract to the successful vendor, the following is to be submitted to the City of Torrance

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

**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 and stay for the entire conference.

**Location:** Lago Seco Park  
3920 235<sup>th</sup> Street, Torrance, CA 90505  
**Date:** Thursday, January 30<sup>th</sup>, 2014  
**Time:** 10:00 AM

<p>Questions Regarding this RFP Should be Directed to:</p> <p>Diane Megerdichian Sr. Business Manager (310) 781-7151 dmegerdichian@torranceca.gov</p>
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**SECTION I RFP INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on Monday, February 24, 2014. An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Design Build of a precast concrete restroom at Lago Seco Park, RFP No. B2014-06".

**The City of Torrance:**

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

**General Scope of Work:**

The City is seeking a qualified firm to demolish existing restroom, and design, supply and install a new concrete precast multi-flush restroom at Lago Seco Park. The proposer will be required to submit plans that meet all applicable federal, state and local codes and as required.

**Definitions:**

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor/Contractor/Proposer	The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP
Contract/Purchase Order/Agreement/Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

**Proposal Submittal Form:**

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for Design Build of a Precast Concrete Restroom at Lago Seco Park, RFP No. B2014-06" 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:**

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 submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. 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. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

## **Questions:**

Questions must be submitted in writing via email to Diane Megerdichian, Sr. Business Manager at [dmegerdichian@torranceca.gov](mailto:dmegerdichian@torranceca.gov) by 12:00 P.M Noon, local Pacific time on Wednesday, February 5, 2014. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known perspective proposers as an addendum to the RFP.

## **Errors and Omissions:**

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

## **Proposers Examination of Requirements:**

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

## **Reservation:**

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

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

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

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

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

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

**Affidavit:**

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

**Bid Form/Bond:**

The Bid must be accompanied by cash, a certified or cashier's check, or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the City Clerk's office. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

Within ten (10) days after the award of the contract, the City Clerk will return the proposal guarantees accompanying those proposals, which are not to be considered in making the award. All other proposal guarantees will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany (Attachment 2)

**Evaluation of Proposals:**

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

The City's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the award of an Agreement.

Best value will be ascertained by using the following criteria.

Description of Evaluation Criteria	Possible Points
Cost	50
Timeline	25
Experience	20
Aesthetics	5
Maximum Total Points =	100

**The Contract:**

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment 3), 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.

**Permits and Licenses:**

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to completion of Work. No fee is charged for a permits issued by the City of Torrance Building and Safety Department for a public works project. The Contractor shall obtain a City of Torrance Business License. To obtain a Torrance Business License please call 310-618-5923.

**Contractor's License:**

At the time of submitting the Bid, the Proposer shall be licensed as a contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime contractor license class for the Work is General B Contracting License. However, the City reserves the right to award the Contract to a contractor with another class if the City determines that the license is proper for the work.

**Independent Contractor:**

The successful proposer is, and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor's employees, except as otherwise set forth in the awarded Agreement. The Contractor's agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor's agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor's agents and employees. The City is not responsible and will not be held liable for the Contractor's failure to comply with the Contractor's duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor's obligations under the Affordable Care Act relating to the Contractor's agents and employees.

**Payments:**

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

The payment of amounts due to the Contractor shall be contingent upon the Proposer furnishing the City with a release of all claims against the City arising by virtue of the Contract related to said amounts. It is the contractor's responsibility to provide the correct releases in order to obtain payment by the City. The Proposer shall provide the City with Unconditional Lien Release on Final Payment with a zero balance is required from all material suppliers and subcontractors with the request for final payment.

**Suspension of Procurement:**

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

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

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

**Notice of Intent to Award:**

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

**City of Torrance Bid/RFP Protest Procedures:**

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: [http://www.torranceca.gov/PDF/Bid\\_RFP\\_Protest\\_Procedures.pdf](http://www.torranceca.gov/PDF/Bid_RFP_Protest_Procedures.pdf)

**Notice:**

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

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

VENDOR: Will be determined upon award of contract.

**Execution of Contract:**

After the Contract is awarded, the awarded company shall execute the following five (5) documents:

1. Performance Bond (100% of Bid)
2. Labor and Material Bond (100% of Bid)
3. Contract – Consulting Services Agreement
4. Verification of Insurance Coverage (Certificates and Endorsements)
5. Business License Application Form

**References to Standards or Publications:**

Any reference made in the Contract Documents to any specification, standard, or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard, or publication in effect as of the date of advertising the work, except to the extent that said standard or publication may be in conflict with applicable laws, ordinances, or governing codes. Contractors should be aware of all new code requirements including the City of Torrance local codes and regulations. No requirements of these specifications shall be waived because of any provisions of, or omission from, said standards or publications.

**Utilities:**

The Proposer shall provide coordination with all the utility companies involved and shall provide protection from damage to their facilities. The Proposer shall be responsible for repair or replacement to said facilities made necessary by its failure to provide required protection. The Proposer is required to include utility requirements in the Construction Schedule.

The Proposer shall be solely responsible to check all utility record maps, books, and/or other data in the possession of the CITY, other agencies, and/or all utility companies, and no allowance shall be made for any failure to have done so.

**Inspection and Testing:**

The Work is subject to inspection and approval by the CITY. The Contractor shall notify the CITY a minimum of 48 hours in advance of the required inspection.

The CITY will make, or have made, such inspections and tests, as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the CITY, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the CITY may be required to be removed and replaced under the inspection of the CITY, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the CITY and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not. Work covered without the approval of the CITY shall, if so directed, be uncovered to the extent required by the CITY, and the Contractor shall similarly bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, including all costs for additional inspection.

The CITY and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

**As-built drawings:**

The Proposer shall maintain a control set of Plans and Specifications on the Work site at all times. All final locations determined in the field, and any deviations from the Plans and Specifications, shall be marked in red on this control set to show as-built conditions. Upon completion of the Work, the Contractor shall submit the control set to the City for approval. Final payment will not be made until this requirement is met.

**Completion, Acceptance and Warranty:**

If, in the CITY's judgment, the Work has been completed and is ready for acceptance, the CITY will so certify and will determine the date when the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect the Work. The CITY may cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office. At the CITY's option, the CITY may certify acceptance to the City Council who may then cause a Notice of Completion to be filed and recorded with the Los Angeles County Recorder's Office.

Manufacturer's warranties and guaranties furnished for materials used in the Work and instruction sheets and parts listed supplied with materials shall be delivered to the CITY prior to acceptance of the Work.

The duration of the warranty or guaranty shall be the standard of the industry with a minimum of 1 year from the date of Notice of Completion or Date of Acceptance. The prime contractor will be required to warranty the

entire project regardless of whether warranties from subcontractors are also required. Coordination and correction of any issue related to project scope that arises during that one (1) year warranty period will be the responsibility of the prime contractor.

Manufacturer's and subcontractor's warranties shall not relieve the Contractor of liability under these Specifications. Such warranties only shall supplement the Contractor's responsibility.

**Additional Work:**

Payment for additional work and all expenditures in excess of the RFP amount must be authorized in writing by the City. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the City for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

**Claims:**

The Proposer shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the City, or the happening of any event, thing or occurrence, unless he shall have given the City due written notice of potential claim as hereinafter specified.

The written notice of potential claim shall set forth the reasons for which the Proposer believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Said notice shall be submitted on a form approved by the City at least forty-eight (48) hours (two working days) in advance of performing said work, unless the work is of an emergency nature, in which case the Proposer shall notify and obtain approval from the Inspector prior to commencing the work. The City may require the Proposer to delay construction involving the claim, but no other work shall be delayed, and the Proposer shall not be allowed additional costs for any said delay but may be allowed on extension of time if the City agrees that the work delayed is a controlling element of the Construction Schedule. The Proposer shall be required to submit any supporting data (or a detailed written explanation justifying further delay) within five (5) Work Days of a request from the City and shall be responsible for any delays resulting from late and/or incomplete submittals. By submitting a Bid, the Proposer hereby agrees that this Section shall supersede Sections 6-6.3 and 6-6.4 of the Standard Specifications.

The City shall be the sole authority to interpret all plans, specifications and contract documents, and no claim shall be accepted which is based on the Contractor's ignorance, misunderstanding or noncompliance with any provision or portion thereof.

The Proposer shall be responsible to provide all data and to obtain all approvals required by said Specifications. No claims or extras shall be approved by the City unless all work was done under the direction of and subject to the approval of the Inspector.

It is the intention of this Subsection that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Proposer hereby agrees that it shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

**Project Schedule and Timeline for Completion:**

The project completion will be based on the proposed project timeline provided as part of RFP submittal requirements (refer to technical specifications for details). Once the timeline is agreed upon, the project will be need to be completed within the timeframe after receipt of the Notice to Proceed issued by the City.

**Liquidated Damages:**

The Proposer agrees that failure to complete work within the time agreed upon between the City and the Proposer per the executed contract will result in damages being sustained by the City. Proposer and City agree that failure to complete the project will result in inconvenience to the citizens of Torrance and the City of Torrance and their customers using the affected areas. Such delay will also result in the necessity of several inspections each day to ensure that the project is properly progressing. The parties also agree that failure to complete the project on time will prevent the City from having the use of the facility. Therefore, the parties agree such damages among others are, and will continue to be, impracticable and extremely difficult to determine, but that **Five hundred (\$500) per calendar day** is the minimum value of such costs to the City and is a reasonable amount that the Proposer agrees to reimburse the City for each calendar day of delay in finishing the work in excess of the time specified for completion, plus any authorized time extensions.

Execution of the contract under these specifications shall constitute agreement by the Proposer and the City that Five Hundred Dollars (\$500) per calendar day is the minimum value of the costs and actual damage caused by failure of the Proposer to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Proposer if such delay occurs. Said amount may be reduced by the City if work is sufficiently completed within the allotted time so that the damages are minimized.

The Proposer will not be assessed liquidated damages for any delay in completion of the work when such delay was caused by the failure of the City or the owner of a utility to provide for removal or relocation of the existing utility facilities; provided, however, that the Proposer shall have given the City and the owner of a utility timely notice of the interference. "Timely notice" shall be defined as a verbal notice (to be followed up in writing) no later than one (1) hour after initial discovery of the interference unless the City Representative is present, in which case notice shall be given immediately in writing to the City Manager.

**General Prevailing Wage:** Not applicable to this contract.

## SECTION II TECHNICAL REQUIREMENTS

### Overview/Introduction:

The City of Torrance is requesting proposals from qualified vendors to design supply and install a new precast concrete multi-flush restroom at Lago Seco Park located at 3920 235<sup>th</sup> Street, Torrance, CA 90503.

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:

1. Prepare and submit ALL required drawings, calculations, and details that meet all federal, state and local codes, including City of Torrance local codes and regulations to obtain permits. The plans must be engineered and stamped by a California state licensed P.E.
  - a. Geotechnical Report provided by the City and is attached to bid (Attachment 4)
2. Secure existing utilities
3. Demolish existing structure
4. Prepare foundation
5. Place new precast restroom
6. Connect utilities
7. Return site to previous condition
8. Complete and useable

### Building Criteria:

- A precast concrete multi flush restroom that is approximate 20x12 or similar size.
- Prewired, and pre-plumbed.
- ADA compliant
- Vandal deterrent components and building materials
- All stainless steel fixtures.
- 2 stalls on women's side
- 1 stall and 1 urinal on the men's side
- Steel exterior doors
- Door lock- Schlage ND Grade 1 lever-entry lock
- Stainless Steel toilet partitions
- No wood or plastic on building
- High speed hand dryer, Excel or equivalent
- Interior light fixture
- Drinking fountain

## **Proposer Requirements:**

Proposer must have the following:

- At minimum five (5) years of experience in designing, manufacturing and installing precast concrete flush facilities.
- A general "B" contracting license issued by the California State License Board (CSLB). If proposer is not installing the work themselves, their subcontractor must have possess the "B" general contracting license and must be listed in form provided in the RFP.

## **Manufacturing Requirements:**

Building Manufacturer must be certified by one of the following:

- Architectural Precast Association (APA)
- National Precast Concrete Association (NPCA)
- Precast Pre-stressed concrete Institute (PCI).

The proposal must include a copy of the certification as part of the submittals.

## **Proposal Submittals:**

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

- Vendor's Response (Section III of this document pages 12 through 19) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)
- Bid Bond (Attachment 2)
- Detailed information of proposed restroom, including floor plan and elevations. Please see building criteria for minimum requirements requested by the City.
- Proposed Timeline: Please breakdown timeline by the following tasks, include a detail scope of work within each task and how long each step will take. Some tasks may be done concurrently. This will form the basis of the project schedule that will be used to determine vendor's progress.
  1. Design and Permitting
  2. Manufacturing
  3. Installation and Onsite work
- Cost- Provide separate costs for the following tasks- Design and Permitting, Manufacturing, Installation and Onsite Work.
- Manufacturer's certification
- California Contractors State License

**SECTION III PROPOSAL SUBMITTAL**

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

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

**RFP Submitted By:**

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

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

Corporation  Partnership  Sole Proprietorship  Other: \_\_\_\_\_

**Do you have a Parent Company?**  No  Yes, \_\_\_\_\_  
(Name of Parent Company)

**Do you have any Subsidiaries?**  No  Yes, \_\_\_\_\_  
(Name of Subsidiary Company)

**Business History:**

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

\_\_\_\_\_  
\_\_\_\_\_

**Contact for Additional Information:**

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

Printed Name	Title
Telephone	E-Mail Address

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

Addendum No.	Date Received

Addendum No.	Date Received

No Addenda received regarding this RFP.

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

Do you offer any discounted invoice terms? \_\_\_\_\_

**Project Start and Completion:**

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after the award of contract and based on the proposer's timeframe for completing specific tasks or benchmarks as part of a required submittal to this RFP.

**Project Manager:**

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

_____		_____	
Name		Title	
_____	_____	_____	
Telephone Number	Fax Number	Email Address	

**Contract Representative:**

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

_____		_____	
Name		Title	
_____	_____	_____	
Telephone Number	Fax Number	Email Address	

**Sub Contractors:**

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

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

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

**LIST OF SUBCONTRACTORS**

The Proposer is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

1. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

2. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

3. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

4. Name Under Which Subcontractor is Licensed: \_\_\_\_\_

Subcontractor's Address: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Subcontractors listed in accordance with the provisions of Section 2-3 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.



Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**References:**

Provide at least three references that have your proposed product in a production implementation similar in size and operation to the City of Torrance. California Municipal governments are preferable.

1. Name (Firm/Agency): \_\_\_\_\_

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: \$ \_\_\_\_\_

**RFP Submittal Requirement and Acknowledgement**

Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.

RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include original and 3 copies of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include an executed Bid Bond with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of California Contractors State License?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include proof of Manufacturer's certification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 15 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include proposed project timeline with a detailed scope of work for each task?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include cost for the each task as outlined in the RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you provide detailed information on the proposed restroom, including floor plan and elevations?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include all addenda if any issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal

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)

**BID BOND  
RFP 2014-06**

**KNOW ALL MEN BY THESE PRESENTS:** That we, \_\_\_\_\_  
\_\_\_\_\_

as principal, and \_\_\_\_\_  
as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. RFP 2014-06 , said work being: Design Build of a Precast Concrete Restroom at Lago Seco Park, in compliance with the Specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of said principal shall be accepted and if said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety/Attorney-in-Fact

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**DOCUMENTS TO BE COMPLETED  
AND DELIVERED TO CITY AS PART  
OF CONTRACT WITH THE CITY**

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_ as Principal(s) and \_\_a corporation, incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the said City of Torrance for the Design Build of a precast concrete restroom at Lago Seco Park RFP 2014-06, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE**, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or there under, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or there under.

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

CORPORATE SEAL

PRINCIPAL(S):

BY \_\_\_\_\_

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

**LABOR AND MATERIAL BOND**  
RFP 2014-06

**KNOW ALL MEN BY THESE PRESENTS:**

That we, \_\_\_\_\_  
As Principal(s) and \_\_\_\_\_ a corporation,  
incorporated, organized, and existing under the laws of the State of \_\_\_\_\_, and authorized to  
execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are  
jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS,** said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, with the City of Torrance for the Design Build of a precast concrete restroom at Lago Seco Park, RFP 2014-06, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

**NOW, THEREFORE,** if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or

**LABOR AND MATERIALS BOND (CONTINUED)**

- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) insure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

**EXECUTED, SEALED AND DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

CORPORATE SEAL

PRINCIPAL:

BY \_\_\_\_\_

CORPORATE SEAL

SURETY:

BY \_\_\_\_\_

Name: \_\_\_\_\_  
Local Address: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_

**CONSULTING SERVICES AGREEMENT**

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Insert name and business entity description, i.e. XYZ Corporation, a California Corporation (“CONSULTANT”).

**RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to design manufacture, and install a precast concrete multiflush restroom at Lago Seco Park .
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Design Build a precast concrete restroom at Lago Seco Park, RFP No. 2014-06 (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

**AGREEMENT:**

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

CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.

**2. TERM**

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

**3. COMPENSATION**

**A. CONSULTANT’s Fee.**

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

**B. Schedule of Payment.**

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

#### 4. TERMINATION OF AGREEMENT

##### A. Termination by CITY for Convenience.

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

##### B. Termination for Cause.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental 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**

CONSULTANT authorizes the CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate 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 CONSULTANT's acts or omissions in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, 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 CONSULTANT to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. **THE CITY'S REPRESENTATIVE**

Insert a specific person 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 CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

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

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT 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 CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. **CARE OF WORK**

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

14. **CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

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

**15. INDEMNIFICATION**

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

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

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

**17. INSURANCE**

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

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

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

**18. SUFFICIENCY OF INSURERS**

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

**19. CONFLICT OF INTEREST**

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

20. **NOTICE**

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

- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
- (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
- (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONSULTANT:

Fax:

CITY:

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

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

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

22. **INTEGRATION; AMENDMENT**

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

23. **INTERPRETATION**

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

24. **SEVERABILITY**

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

25. **TIME OF ESSENCE**

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

26. **GOVERNING LAW; JURISDICTION**

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

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

28. **WAIVER OF BREACH**

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

29. **ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

**31. CONSULTANT’S AUTHORITY TO EXECUTE**

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

CITY OF TORRANCE,  
a Municipal Corporation

Insert name of business  
Insert type of entity

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

By: \_\_\_\_\_  
Insert Name and Title

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A:    RFP  
                         Exhibit B:    Proposal

Revised..:      10/29/2008

**EXHIBIT A**

**REQUEST FOR PROPOSALS**

**[To be attached]**

**EXHIBIT B**

**PROPOSAL**

**[To be attached]**

**GEOTECHNICAL ENGINEERING  
REPORT**

**PRECAST CONCRETE RESTROOM  
LAGO SECO PARK  
3920 W. 235th STREET  
TORRANCE, CALIFORNIA**

**OCTOBER 30, 2013**

**WORK ORDER 13-4484**

**PREPARED FOR:**

**CITY OF TORRANCE  
GENERAL SERVICES DEPARTMENT  
3350 CIVIC CENTER DRIVE  
TORRANCE, CALIFORNIA 90503**



# Western Laboratories

Geotechnical Engineering

October 30, 2013

Work Order 13-4484

Mr. Jon Landis  
**CITY OF TORRANCE**  
General Services Department  
3350 Civic Center Drive  
Torrance, California 90503

**Subject: Geotechnical Exploration  
Precast Concrete Restroom  
Lago Seco Park  
3920 W. 235th Street  
Torrance, California**

Dear Sir:

Pursuant to your authorization to provide geotechnical engineering consulting services for the above referenced project, the accompanying Geotechnical Engineering Report has been prepared.

Based upon the subsurface conditions that were encountered during our exploration, it is our conclusion that the proposed restroom facility is feasible from a geotechnical engineering standpoint, provided the recommendations contained herein are incorporated into project planning, design, and construction.

The contents in this report should be reviewed in detail and be made a portion of the project design package. Please contact this office if any questions arise regarding the contents of this report.

Respectfully submitted,

**WESTERN LABORATORIES**

  
Edward Castellanos  
GE 191



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## Introduction

This report presents the results of our geotechnical exploration performed for the precast concrete restroom facility to be erected within Lago Seco Park, at 3920 W. 235th Street, in the City of Torrance, California. Our exploration was limited due to the presence of existing site improvements.

It is proposed to demolish the existing restroom facility and erect a precast concrete restroom in its place on this portion of the subject property. It is anticipated that the 12'x20' precast restroom will be placed on a new foundation system with a new concrete floor slab.

## Purpose and Scope of Work

The purpose of our exploration was to evaluate the subsurface soil conditions at the existing restroom facility located within the northerly section of the park to provide geotechnical engineering recommendations for design and construction of the foundation and flooring systems for the precast structure. Our work was conducted in accordance with generally accepted geotechnical engineering principles and practices at this time and location. The scope of our services included: a review of selected geologic maps of the area, a field examination of the site, subsurface exploration by two hand auger borings, soil classification, laboratory testing on selected samples encountered, and analyzing the results of the field and laboratory work developed for this portion of the park to provide the geotechnical design information contained herein.

## Site Description

At the time of our exploration, the property was occupied by the Lago Seco Park with a restroom facility located in the northerly section, with flatwork, lawn and landscape areas. A relatively large void is present under a portion of the floor slab of the existing restroom facility as observed by our representatives.

## Field Exploration

The subsurface conditions were explored by drilling two (2), 4" diameter exploratory borings using hand-auger sampling techniques at the locations depicted on the attached Plot Plan. The borings were logged by our field representative and disturbed and relatively undisturbed samples were obtained for laboratory testing and analysis.

Descriptions of the materials encountered in our borings are presented on the logs in Appendix A. The logs depict subsurface conditions on the dates shown on the logs at the approximate locations shown on the Plot Plan. Subsurface conditions may differ across the site from the conditions encountered in our borings.

Penetration Tests were performed in the field by driving a 2-inch outside diameter, 1 $\frac{3}{8}$ -inch constant inside diameter split-barrel sampler into in-situ soil to obtain a measure of the resistance of the soil to the penetration of the sampler using a 32-lb. hand-raised slide hammer with a 30-inch drop. The sampler was driven to 18". The reported data on the boring logs are the approximate number of blows (correlated "N" value per the Foundation Engineering Handbook) equivalent from driving the sampler 1.0 foot from a 140-pound hammer with a 30-inch drop.

Bulk and relatively undisturbed soil samples were obtained at depths appropriate to the exploration. Relatively undisturbed ring samples were obtained from the borings using a soil sampler. The California Drive sampler utilized in our exploration consisted of a 3-inch outside diameter drive barrel lined with 1-inch brass rings with an inside diameter of approximately 2.4 inches. The bottom portion of the ring samples were retained for testing. All samples were carefully sealed in moisture-resistant containers, labeled, logged and transported to our laboratory. Bulk, penetration samples and relatively undisturbed ring samples served as the basis for the laboratory testing and engineering conclusions contained in this report.

A description of the laboratory tests performed along with the test results are included in Appendix B, or shown on the logs.

### **Subsurface Conditions**

Artificial fill soils were encountered in both of our borings to approximately 3.0 feet below ground surface. These soils are comprised of firm, moist, silty sandy clays, with gravel and silty clays.

The native soils encountered to the depths drilled beneath the upper fill soils are comprised of very stiff and stiff, moist, silty clays.

### **Groundwater**

Groundwater seepage was not encountered in our field exploration work to the maximum depth explored of approximately 12.5 feet, and none is anticipated within depth pertinent to the proposed construction. The historically highest groundwater depth recorded within the vicinity of the site is estimated to be approximately 10 feet below ground surface.

The above estimate was derived in part by using, Plate 1.2 of the "Seismic Hazard Zone Report (035) For The Torrance 7.5-Minute Quadrangle, Los Angeles County, California," 1998, with revisions through 1/17/06, from the California Geologic Survey's (CGS) web site.

Fluctuation of the groundwater level at the site could occur due to variations in precipitation patterns, runoff, irrigation, basin management and other numerous factors.

### **Faulting and Seismicity**

The subject site is located in an area of high regional seismicity and is likely to be subjected to strong ground shaking during the life of the project from nearby and distant faults, which is characteristic of all Southern California. There are no known active or potentially active faults shown on reviewed published maps as crossing, or projected to the property. No Earthquake Fault Zones have been identified at the site. Therefore, the potential for surface rupture on the subject site is considered to be low. However, it should be recognized that recent earthquakes have resulted in surface rupture where no faults had been previously mapped.

### **Liquefaction Potential and Earthquake-Induced Landslides**

This office has reviewed the Seismic Hazard Zones Official Map of the Torrance Quadrangle prepared by the State of California, Department of Conservation, Division of Mines and Geology (CDMG) Released: March 25, 1999.

The purpose of this map is to delineate areas that may be subject to liquefaction and/or landsliding during a strong seismic event. Based on this map, the subject property is not located within an area of study for liquefaction potential or earthquake-induced landsliding. The design of the structure in conformance with the 2010 California Building Code (CBC) and Supplement through July 1, 2012, provisions for earthquake design is expected to provide mitigation of ground shaking hazards that are typical to Southern California.

### **Lateral Spreading**

Lateral spreading is generally caused by liquefaction of soils along continuous planes or layers at depth within gentle slopes. As liquefaction is considered unlikely to occur, we judge that there is little risk of lateral spreading caused by an earthquake.

### Seismic Information

Lateral forces due to seismic loading may be calculated utilizing the formulas presented in the aforementioned CBC, based on the following:

Parameter		Design Value
Site Class	---	D
Mapped Spectral Acceleration at 0.2 sec Period	$S_s$	1.342
Mapped Spectral Acceleration at 1.0 sec Period	$S_1$	0.504
Short-Period Site Coefficient at 0.2 sec Period	$F_a$	1.0
Long-Period Site Coefficient at 1.0 sec Period	$F_v$	1.5
Site Modified Spectral Acceleration at 0.2 sec Period	$S_{MS}$	1.342
Site Modified Spectral Acceleration at 1.0 sec Period	$S_{M1}$	0.756
Design Spectral Acceleration at 0.2 sec Period	$S_{DS}$	0.894
Design Spectral Acceleration at 1.0 sec Period	$S_{D1}$	0.504

\*Values Obtained from United States Geological Survey (USGS) Earthquake Hazards Program web site, <http://earthquake.usgs.gov/research/hazmaps/design/>, based on the ASCE-7 and site coordinates Latitude 33.4842° and Longitude -118.2118°

It should be noted that conformance with the criteria listed above for seismic design does not constitute any kind of warranty or assurance that significant structural damage or permanent ground displacement will not occur if a maximum level seismic event occurs. The primary goal of seismic design is to protect life and limb, and catastrophic failure, and not to avoid all damage, since such design may be economically prohibitive.

### Hydrocollapse Potential

The addition of water to the loaded consolidation test sample resulted in swell rather than collapse. Based upon this result, we judge hydroconsolidation adversely affecting the proposed improvement is low.

### Conclusions & Recommendations

The precast restroom is considered to be feasible from a geotechnical engineering standpoint, subject to the conclusions and recommendations that follow.

Detailed recommendations to be utilized in the design and construction of the foundation and flooring systems for the precast structure are presented in the following sections of this report.

The recommendations provided in this report are based upon observations made in the field, the results of laboratory tests on samples of the materials encountered during the subsurface exploration, our engineering analyses, and the past experience of this office.

### **Notification of Governing Authorities**

Site grading and construction should be performed in accordance with the City of Torrance Department of Building and Safety and the rules and regulations of those governmental agencies having jurisdiction over the subject construction. Permits should be obtained, and inspections made by the proper authorities as required.

Prior to initiating grading operations, a meeting should be conducted at the site with the owner's representative, the grading contractor, the grading inspector, and a representative of this company. The grading contractor is responsible to notify the required governmental agencies and the geotechnical engineer prior to initiating grading operations, and any time grading is resumed after an interruption.

### **Temporary Excavations & Shoring**

Any unsurcharged temporary excavation without shoring may be cut at a maximum slope of 1.25h:1v (horizontal to vertical) to a maximum height of 8.0 feet. A visual inspection should be performed during the excavation by a representative of this firm. If any signs of sloughing or lateral movement are observed, immediate measures for support should be implemented by the contractor. Temporary construction cut slopes are suitable for a limited time duration, possibly four weeks maximum.

Shoring of vertical excavation walls should be provided where temporary slopes aren't feasible. The shoring system used should be designed by a registered civil engineer who is thoroughly familiar with design of shoring systems and their performance in the field. The design should accommodate support of adjacent soils, and appurtenances, and safeguarding personnel.

### **Site Grading and Compaction**

Prior to commencing grading operations, all demolition debris should be removed from the improvement area. Any remaining vegetation and soils containing organic matter should be stripped and also hauled from the site. Utility lines that are to be abandoned should be excavated and removed from the site.

The existing artificial fill soils encountered during our exploration are not suitable in their present condition for slab or structural support. This also includes soils disturbed during demolition and removal of old foundations and utility lines. These soils should be excavated to stiff or very stiff native soils throughout the building pad area for the precast structure, extending a minimum horizontal distance of five feet beyond the exterior building lines of the precast structure, where feasible.

The native soils exposed within the excavation bottom should be observed and approved by a representative of this company. The exposed subgrade should be scarified to a minimum depth of 6 inches, be moisture-conditioned as required (typically 3 to 5 percentage points above optimum moisture), and compacted to at least 90 percent of the maximum dry density of the materials as determined by the latest version of ASTM D1557 laboratory compaction test procedure.

The excavated soils may be used for recompaction (engineered fill) provided they are free of root structures and deleterious debris, are moisture-conditioned as required (typically 3 to 5 percentage points above optimum moisture), spread in 8-inch thick loose lifts, and compacted to at least 90 percent relative compaction in accordance with the "General Specifications for Compacted Fill Soils."

Unstable subsurface conditions are sometimes encountered when grading operations are conducted when the ground is wet. If areas of unstable subgrade are encountered during grading operations, stabilization will be required prior to placement of fill soils, construction of slabs or foundations. Stabilization may entail adequately reducing the moisture of the exposed soils and placement of a stabilization layer that may be comprised of compacted base material or crushed angular rock, geotextile fabrics or geogrid, etc. Unit prices should be obtained from the contractor in advance for this work.

The Geotechnical Engineer or his representative may require that additional shallow excavations be made periodically in the exposed bottom to determine whether sufficient removal has been made prior to replacement and compaction of fill material.



If import fill is required to bring the area to grade, the fill should be approved by the Geotechnical Engineer prior to transporting it to the site. Representative samples of soils planned to be imported to the site should be provided to the Geotechnical Engineer at least 48 hours before importing begins in order that they may be examined and evaluated as to their potential impact on project design and construction.

### **Utility Trenches**

Backfill of utilities within right-of-ways should be placed in strict conformance with the requirements of the governing agencies.

Following placement of utility lines within private property, the space under and around the line (bedding and shading zone) should be backfilled with clean sand or approved granular soil, having a minimum Sand Equivalent value of 30, to approximately one foot over the pipe. The sand bedding and shading should be properly compacted below, above and around the pipe, manually if practicable. No flooding or jetting shall be permitted for compaction of the bedding and shading material.

Backfill over the bedding and shading material should be mechanically compacted to at least 90 percent of the maximum density obtainable by the latest version of ASTM D1557 method. Jetting or flooding of the backfill should not be permitted.

Utility trench backfills should be observed and tested during backfill operations as the work progresses. If testing of a backfill is performed after completion, without observing the backfill operations, then only the test results at the test locations can be given, and no guarantee of the condition of the remaining backfill can be provided.

### **Foundations**

Following completion of the grading operation and field density testing, the precast restroom should be supported on a conventional continuous foundation system. The foundation trenches should be excavated to a minimum width of 12 inches and to a minimum depth of 30 inches below lowest adjacent grade into compacted/engineered fill soils. Continuous foundations having the preceding minimum dimensions should be designed utilizing an allowable bearing pressure of 1700 pounds per square foot (psf). This bearing pressure reflects a reasonable reduction in order to limit potential static settlements to tolerable values.

The structure should be designed to accommodate total foundation settlement due to structural loadings on the order of approximately 1 inch, and differential settlements of approximately 0.5 inch along a 20-ft. span of continuous footings. These estimates are based upon the foundations being designed and constructed in accordance with the recommendations contained in this report.

Resistance to lateral loadings may be provided by a combination of passive pressure on the footing walls and lateral sliding resistance acting on the base of the footings that are in contact with compacted/engineered fill soils. Passive earth pressure should be computed as an equivalent fluid unit weight of 220 pounds per cubic foot (pcf), to a maximum value of 2200 psf. A coefficient of friction of 0.3 may be applied to dead load forces for the sliding resistance calculation.

The allowable soil pressures may be increased one-third for combinations of vertical and horizontal wind or seismic forces where permitted by the latest edition of the CBC.

Foundations should be stepped as necessary to produce level tops and bottoms. All foundations within the influence zone of underground lines or associated backfills, shall be deepened below a one horizontal to one vertical plane projected from the invert of the underground line or the native soil/backfill contact to ground surface.

The following concrete footing reinforcement recommendations are minimums as based upon the very high expansion potential of the tested on-site soils. Continuous foundations should be reinforced with a minimum of four (4) #4 deformed reinforcing bars. Two (2) bars shall be placed near the bottom and two (2) bars near the top. A continuous foundation system is recommended for support of the precast restroom.

Foundation excavations should be observed by a representative of this company prior to the placement of reinforcing steel to verify uniform soil conditions and conformance with the recommendations in this report.

### **Flooring System**

The concrete thickness and reinforcement recommendations provided below are minimums as based upon the very high expansion potential of the tested on-site soils. The Structural Engineer for the project may need to address other factors which may require enhancement of these recommendations.

Concrete slabs-on-grade should be a minimum of six (6) inches thick and be reinforced with a minimum of #4 Bars, placed 14 inches on center in both directions, and positioned in the center of the slab upon concrete dobies.

Slabs should be underlain with a capillary moisture break consisting of a minimum of 4 inches of clean sand and an impermeable membrane moisture vapor barrier (10 mil polyethylene or equivalent). The membrane should be encased within the sand layer to protect it during construction.

The upper 12 inches of the subgrade soils comprising the building pad should be confirmed to have a moisture content between 3 and 5 percent above the optimum moisture content of the material tested prior to the placement of the sand and visqueen section.

Joints should be utilized within the slab to induce and control cracking. Control joints should be spaced a maximum distance of 12.0 feet in each direction, and should be cut to a depth equivalent to  $\frac{1}{4}$  of the thickness of the slab.

The concrete contractor should provide the mix design to the owner, and should place, finish, and provide means for the concrete to cure in accordance with the American Concrete Institute (ACI) recommended practices. Some cracking is normal due to drying and shrinkage as the concrete cures. Some of the parameters contributing to concrete cracking are high water cement ratio, small nominal aggregate size, and adverse conditions during placement and/or curing such as rapid moisture loss due to high temperature or windy weather. Potential shrinkage cracking may be reduced by using low slump concrete.

Cracking of concrete floor slabs during curing is very common, as the concrete shrinks as it dries. Reinforcement is intended to reduce, not stop cracking, and its proper positioning within the concrete section is critical to the overall performance of the slab.

### **Soil Corrosivity**

It is recommended that a sulfate test be performed on the soils that will be in contact with the proposed improvements to aid in the evaluation of the potential for concrete to deteriorate. The test should be performed when the recommended grading operation nears completion and prior to foundation construction. Pending the result of the test, Type V cement should be specified for concrete that will be in contact with the earth.

If any proposed subsurface utilities have metallic elements associated with them, it is recommended that the services of a qualified corrosion specialist be contracted by the owner of the property to evaluate soil corrosion potential at the site. No corrosion protection measures are required for buried utility lines comprised of vitrified clay, PVC, or other flexible plastic piping.

### **Site Surface Drainage**

Positive site drainage away from the precast structure shall be maintained at all times to minimize ponding or saturation of the underlying soils. Roof gutters are suggested, and should be connected to appropriate receptacles. In lieu of roof gutters, hardscape should be provided upon which drainage may fall and flow.

Due to the very high expansion potential of the tested on-site soils, it is recommended that any planters adjacent to the precast structure and hardscape areas, be properly sealed to prevent intrusion of moisture into these areas. The excess irrigation water from the planter should be collected in a drain and discharged appropriately, or be allowed to disperse over the top of the planter in areas where ample drainage is available to disperse it. Trees and large shrubbery should not be planted adjacent to the precast structure where roots could grow under the foundations and flatwork.

Foundations and slabs-on-grade constructed in expansive soil areas typically perform best when subgrade moisture conditions are uniform. A properly designed, and maintained automatic irrigation system with drainage appropriately conducted away from the foundations and flatwork areas can achieve this desired effect.

### **Closure**

This report is prepared for the specific use of the City of Torrance, for the proposed project described herein. Findings in this report are valid as of this date; however, changes in conditions of a property can occur due to the passage of time, whether they are due to natural processes or works of man, on this or adjacent properties. In addition, changes in applicable or appropriate standards occur whether they result from legislation or broadening of knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review after a period of one year.

Our services consist of professional opinions and conclusions developed by a consulting California registered Geotechnical Engineer. The warranty made by the consultant in connection with the services performed for this project is that such services are performed with the care and skill ordinarily exercised by members of the same profession practicing under similar conditions at the same time and in the same or a similar locality. No other guarantee or warranty, either expressed or implied, is made or attempted by rendition of consulting services or by furnishing written reports of the findings.

The information and recommendations contained in this report are based upon the assumption that the soil conditions do not deviate from those disclosed in our two exploratory borings. If any variations or undesirable conditions are encountered during the grading operation or construction, or if the proposed development will differ from that planned at the present time, Western Laboratories (WL) should be notified so that supplemental recommendations can be provided, if warranted.

This report is issued with the understanding that it is the responsibility of the owner or of his or her representative, to ensure that the information and recommendations contained herein are called to the attention of the Architect and Engineers for the project and incorporated into the plans and that the necessary steps are taken to see that the Contractors and Subcontractors carry out such recommendations in the field.

This report is subject to review by the controlling authorities for the project.

Our scope of work did not include evaluation of potential hazardous material contamination of soil or groundwater.

### **Supplemental Services**

During the grading operation, we should observe the conditions encountered in excavations and, if warranted, modify our recommendations.

We should observe excavations for proposed foundations prior to placement of forms or reinforcement. Our services during foundation construction are limited to observation of soil conditions and depth of the excavations.

Our services do not include observation or approval of steel or concrete, nor do they include establishing or verifying construction lines and grades. These services should be performed by the appropriate licensed parties.

Our supplemental services are performed on an as-requested basis, and WL cannot accept responsibility for items that we are not notified to observe or test. These supplemental services are in addition to this geotechnical engineering report, and will be billed for on a time and materials basis in accordance with our Professional Fee Schedule and our General and Commercial Terms & Conditions.

### **Maintenance**

Periodic land maintenance will be required. Surface and subsurface drainage facilities must be checked frequently to assure that they are clean and working properly. Any damage to the drainage facilities must be repaired immediately.

### **Selected References**

- American Standards of Testing and Materials (ASTM) Volume 04.08, Soil and Rock, March 2013;
- Bowles, J.E., 1988, Foundation Analysis and Design, Fourth Edition, McGraw Hill;
- CDMG Special Publication 42, Revised 1997, Fault Rupture Hazard Zones in California, Alquist-Priolo Earthquake Fault Zoning Act;
- CGS 1998, with revisions through 1/17/06, Seismic Hazard Zone Report (035) for the Torrance 7.5-Minute Quadrangle, Los Angeles County, California;
- CGS, State of California, Seismic Hazard Zones, Torrance Quadrangle, Official Map Released: March 25, 1999;
- Dibblee, T.W., Geologic Map of the Palos Verdes Peninsula, 1999;
- USGS, Map Showing Late Quaternary Faults of the Los Angeles Region, 1989;
- USGS, Earthquake Hazards Program, Seismic Design Values for Buildings, <http://www.earthquake.usgs.gov/research/hazmaps/design/>;
- WL unpublished in-house data.

## General Specifications for Compacted Fill Soils

### Preparation

The existing artificial fill should be removed under the observation of a representative of WL to expose subgrade competent to support the engineered fill. After the foundation for the engineered fill has been exposed, it shall be scarified until it is uniform and free from large clods, moisture-conditioned where necessary and compacted, as specified in the body of this report, in accordance with the latest version of ASTM D1557.

### Materials

On-site soils may be used for the engineered fill, or imported fill materials shall consist of materials approved by the Geotechnical Engineer, and may be obtained from the excavation of banks, borrow pits or any other approved source. The materials used should be free of organic matter and other deleterious substances and should not contain rocks or lumps greater than six (6) inches in maximum dimension.

### Placing, Spreading and Compacting Fill Materials

- A. The selected fill material should be placed in layers that when compacted shall not exceed six (6) inches in thickness. Each layer should be spread evenly and thoroughly mixed during the spreading to attain uniformity of material and moisture of each layer.
- B. Where the moisture content of the fill material is below the limits specified by the Geotechnical Engineer, water should be added until the moisture content is satisfactory to attain thorough bonding and compaction.
- C. Where the moisture content of the fill material is above satisfactory limits, the fill materials should be aerated, blended or dried until the moisture content is satisfactory.
- D. After each layer has been placed, mixed and evenly spread, it should be compacted as specified in the body of this report. Compaction equipment should be selected by the contractor and be of such design that they will be able to compact the fill to the specified density.

Compaction should be accomplished while the moisture content of the fill material is within the compactable range. Compaction of each layer should be accomplished by rolling the entire area with sufficient trips to attain the desired density. The final surface of areas to receive slabs-on-grade should be rolled to a dense, smooth, unyielding surface.

E. Field density tests should be performed by a representative of this company. Density tests should be performed at vertical intervals not to exceed two feet. Where sheepsfoot rollers are used, the soils may be disturbed to a depth of several inches. Consequently, density readings should be taken in the compacted material below the disturbed surface. When these readings indicate the density of any layer of fill is below the required density, the fill should be reworked until the required density has been obtained.

#### Observation

A representative of WL should observe all filling and compacting operations to verify that the fill is consistent and in compliance with the recommendations.

#### Seasonal Limitations

No fill materials should be placed, spread or rolled during unfavorable weather conditions. When work is interrupted by heavy rains, fill operations should not be resumed until field tests performed by a representative of the Geotechnical Engineer indicate that the moisture content and density of the fill are as previously specified.

# APPENDIX A

# BORING LOGS

# KEY TO EXPLORATORY LOGS

MAJOR DIVISIONS		USCS	DESCRIPTION	MAJOR DIVISIONS		USCS	DESCRIPTION
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	GW	Well-graded gravels or gravel-sand mixtures, little or no fines	FINE GRAINED SOILS	SILTS AND CLAYS LL <50	ML	Inorganic silts and very fine sands, rock flour, silty or clayey fine sands, or clayey silts with slight plasticity
		GP	Poorly-graded gravels or gravel-sand mixture. Little or no fines			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays
		GM	Silty gravels, gravel-sand-silt mixtures			OL	Organic silts and organic silt-clays of low plasticity
		GC	Clayey gravels, gravel-sand-clay mixtures			MH	Inorganic silts, micaceous or diatomaceous fine sandy or silty soils, elastic silts
	SAND AND SANDY SOILS	SW	Well-graded sands or gravelly sand, little or no fines		SILTS AND CLAYS LL >50	CH	Fat clays, inorganic clays of high plasticity
		SP	Poorly-graded sands or gravelly sands, little or no fines			OH	Organic clays of medium to high plasticity
		SM	Silty sands, poorly graded sand-silt mixtures			PT	Peat and other highly organic soils
		SC	Clayey sand, poorly graded sand-clay mixtures		HIGHLY ORGANIC SOILS		

- NOTES: (1) Dual USCS symbol, such as "SP-SM" or "SP-SC", denotes 5 to 12% of minor constituent (i.e. "M" for silt or "C" for clay), except "SC-SM" which denotes "silty, clayey sand".
- (2) Dual symbols, such as "SM/ML" and "SC/CL", denote borderline coarse grained/fine-grained soils "silty sand-to-sandy silt" and "clayey sand-to-sandy clay", respectively.

RELATIVE DENSITY	SPT* (# blows/ft)	RELATIVE DENSITY (%)
Very loose	<4	0 – 15
Loose	5 – 10	15 – 35
Medium Dense	11 – 30	35 – 65
Dense	31 – 50	65 – 85
Very Dense	>51	85 – 100

CONSISTENCY	SPT* (# blows/ft)	UNCONFINED COMPRESSIVE STRENGTH (tsf)
Soft	0 – 4	0.25 – 0.5
Firm	5 – 8	0.5 – 1.0
Stiff	9 – 15	1.0 – 2.0
Very Stiff	16 – 30	2.0 – 4.0
Hard	>31	>4

\* NUMBER OF BLOWS OF 140 POUND HAMMER FALLING 30 INCHES TO DRIVE THE SPT SAMPLER

## SAMPLE TYPE:

CD = California Drive (or California Modified)(3 in. O.D./2.416 in. I.D.)  
 R = Relatively Undisturbed Ring Sample (3.25 in. O.D./2.42 in. I.D.)  
 SP = Standard Sampler for SPT Test (2 in. O.D./1-3/8 in. constant I.D.)\*  
 SPT = Standard Penetration Test with SP Sampler (using Standard Hammer/Drop)\*\*  
 \*\*Where: Standard Hammer/Drop = 140lb/30"  
 WL = Western Laboratories Hammer/Drop (32lb/30")  
 B = Bulk Sample  
 NR = No Recovery

\*References – Terzaghi & Peck (2<sup>nd</sup> edition), and "Influence of SPT Procedures in Soil Liquefaction Resistance Evaluation" by Seed, Tokimatsu, Harder & Chung (1985)

## LABORATORY TESTS:

DS = Direct Shear  
 CN = Consolidation  
 EI = Expansion Index  
 AL = Atterberg Limits  
 MD = Maximum Density  
 RV = Resistance Value  
 COR = Corrosivity  
 SE = Sand Equivalent Value  
 UC = Unconfined Compression  
 HYD = Hydrometer Analysis  
 #200 = No. 200 Sieve Wash

# BORING 1

Sheet 1 of 1

Work Order: 13-4484

Date Drilled: 09-30-13

Client: CITY OF TORRANCE  
 Project: Precast Concrete Restroom

Depth (ft)	Sample Type	Lab Tests	Blows/Foot*	DESCRIPTION	Dry Unit Weight (pcf)	Moisture Content (%/Dry Wt.)	Notes
				4" Diameter Hand Auger			
0	SP		7	0.0-3.0 ARTIFICIAL FILL - SILTY SANDY CLAY (CL-ML), firm, moist, dark brown w/gravel		21.7	
	CD		12	3.0-12.5 NATIVE SOIL - SILTY CLAY (CL-ML), stiff, moist, gray brown	81	33.7	
5	SP				86	29.3	
	CD	DS					
10	CD				92	30.2	
				Boring terminated and backfilled Groundwater not encountered			
15							
20							
25							
30							
35							

\* The blows noted are approximately equivalent SPT-N values already converted (per Foundation Engineering Handbook) from field blows from an SP Sampler using WL Hammer/Drop combination

**BORING 2**

Sheet 1 of 1

Work Order: 13-4484

Date Drilled: 09-30-13

Client: CITY OF TORRANCE  
 Project: Precast Concrete Restroom

Depth (ft)	Sample Type	Lab Tests	Blows/Foot*	DESCRIPTION	Dry Unit Weight (pcf)	Moisture Content (%/Dry Wt.)	Notes
0				4" Diameter Hand Auger			
0	B	EI		0.0-3.0 ARTIFICIAL FILL - SILTY CLAY (CL-ML), firm, moist, dark brown		26.1	EI=133
	SP		18	3.0-11.5 NATIVE SOIL - SILTY CLAY (CL-ML), very stiff, moist, gray brown		27.4	
5	CD	CN			84	29.1	
	CD				91	27.4	
10	SP		20			28.2	
15				Boring terminated and backfilled Groundwater not encountered			
20							
25							
30							
35							

\* The blows noted are approximately equivalent SPT-N values already converted (per Foundation Engineering Handbook) from field blows from an SP Sampler using WL Hammer/Drop combination

# APPENDIX B

## LABORATORY TESTING

## Laboratory Tests

### In-situ Unit Weights:

The moisture content and dry unit weight of selected samples recovered from our exploratory borings was determined in general accordance with the latest version of ASTM D2216. The results are presented on the boring logs at the selected depths.

### Shear Strength:

A Direct Shear test was performed on a selected relatively undisturbed ring sample retrieved during our subsurface exploration. The test was performed in general accordance with the latest version of ASTM D3080. Three test specimens from the selected sample depth were placed in a ELE Soiltest D-500A Direct Shear Machine. A different normal load was applied vertically to each of the three specimens which were slowly inundated with distilled water and allowed to soak. The samples were then sheared in a horizontal direction at a constant strain rate (0.002 inch per minute) slow enough to allow for drainage. The results of this test are presented graphically on Figure DS-1 in this appendix.

### Expansion:

An expansion test was performed on a remolded sample of the near surface soils encountered during our subsurface exploration. The test was performed in general accordance with the latest version of ASTM D4829. This test measures the expansion index of soils due to inundation in distilled water of a sample with a saturation degree near 50 percent, and under a vertical confining pressure of 6.9kPa for a maximum period of 24 hours, or until the rate of expansion becomes less than 0.0002 in/hr., whichever occurs first. The result of this test is presented on Boring Log 2 and reveal the upper soils to be very high in expansion potential.

### Consolidation:

A one-dimensional consolidation test was initiated on a specimen at in-situ moisture from the relatively undisturbed ring samples retrieved during our subsurface exploration. The test was performed in general accordance with the latest version of ASTM D2435. Successive load increments were applied to the top of the sample and progressive and final settlements under each increment were recorded to an accuracy of 0.0001 inch. The consolidometer, like the direct shear machine, is designed to receive the specimen in the field condition. Water was added after consolidation was achieved for the pressure as noted. Porous stones, placed at the top and bottom of the sample, permit the free flow of water into or from the sample during testing. The result of this test is presented graphically in this appendix.

# Direct Shear Test Report

PROJECT: City of Torrance

FIGURE NO.: DS-1

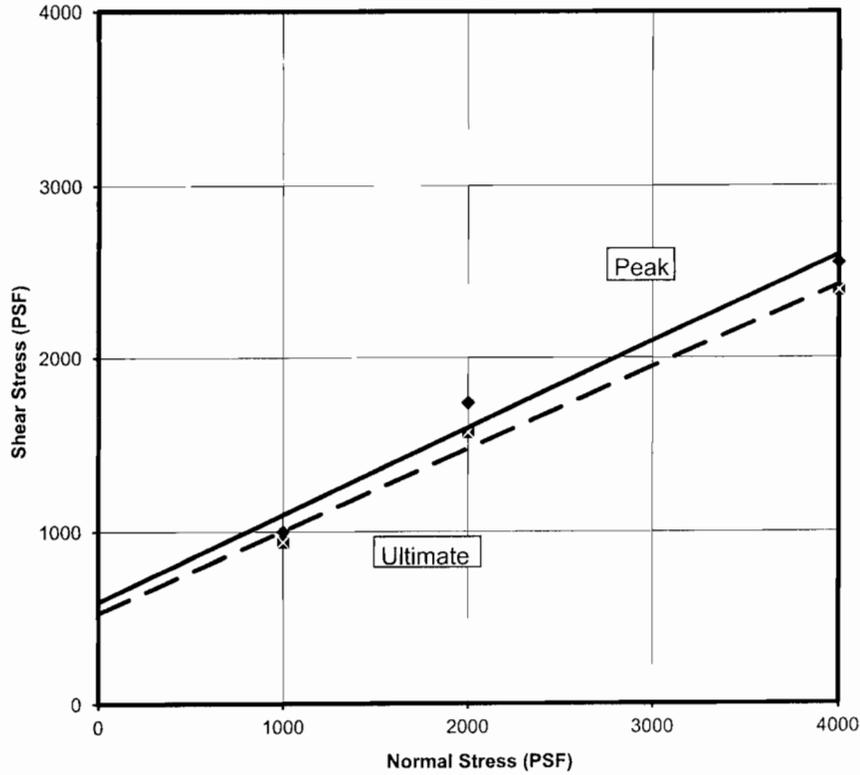
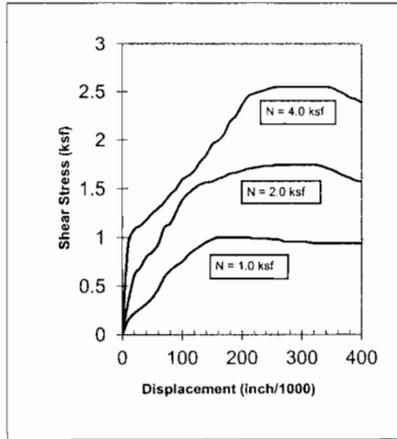
JOB No.: 13-4484

DATE: 10/16/13

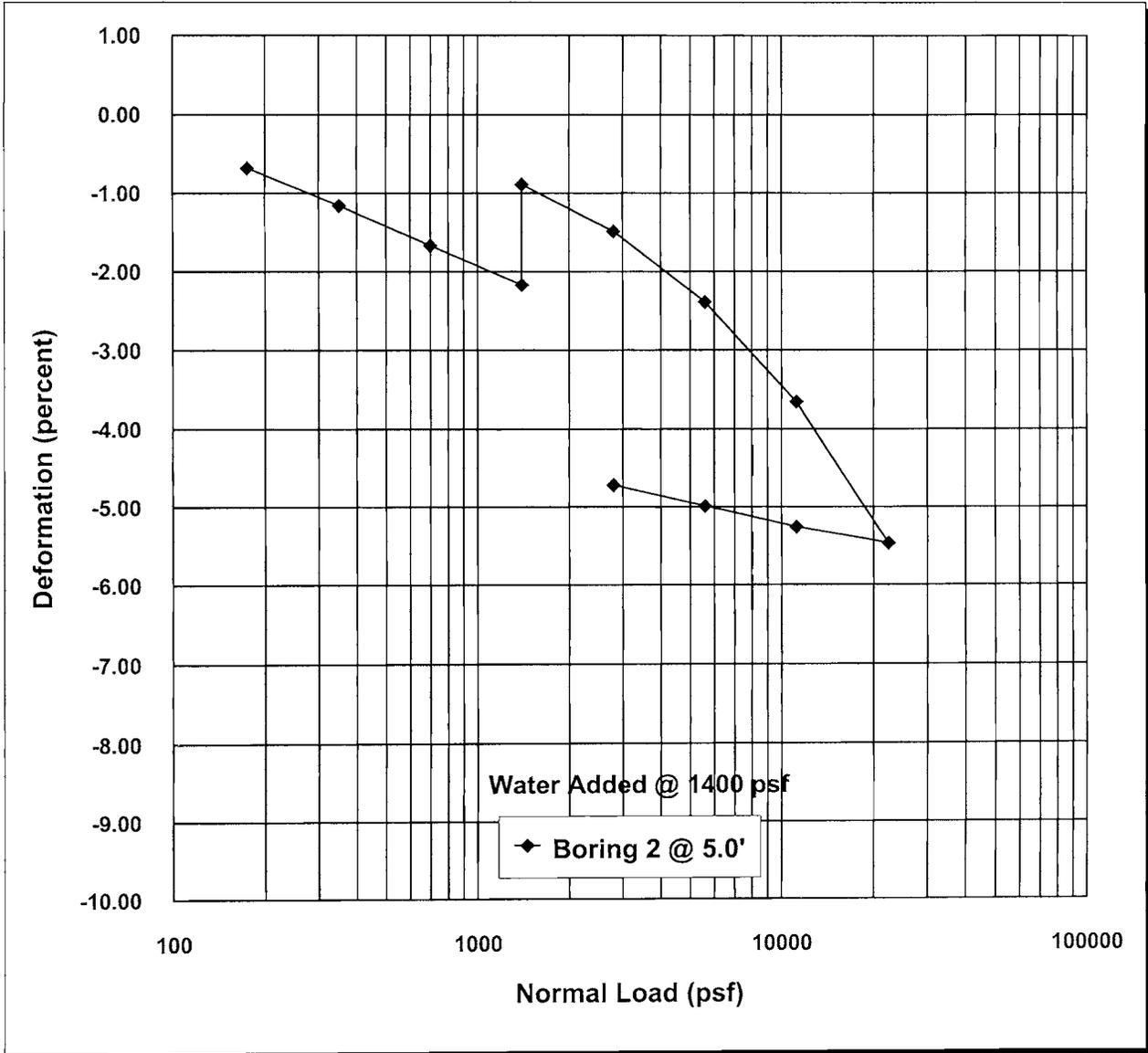
Sample Identification	Sample Description	Sample Test State
B-1 @ 7'	Silty Clay	Saturated-Consolidated

Peak:	Phi (Degrees)	26.6	(Avg. Dry Dens. = 85.0 pcf) (Avg. Moist. = 29.1 %)
	Cohesion (PSF)	595.0	
Ultimate:	Phi (Degrees)	25.3	
	Cohesion (PSF)	530.0	

- Undisturbed  
 Remolded



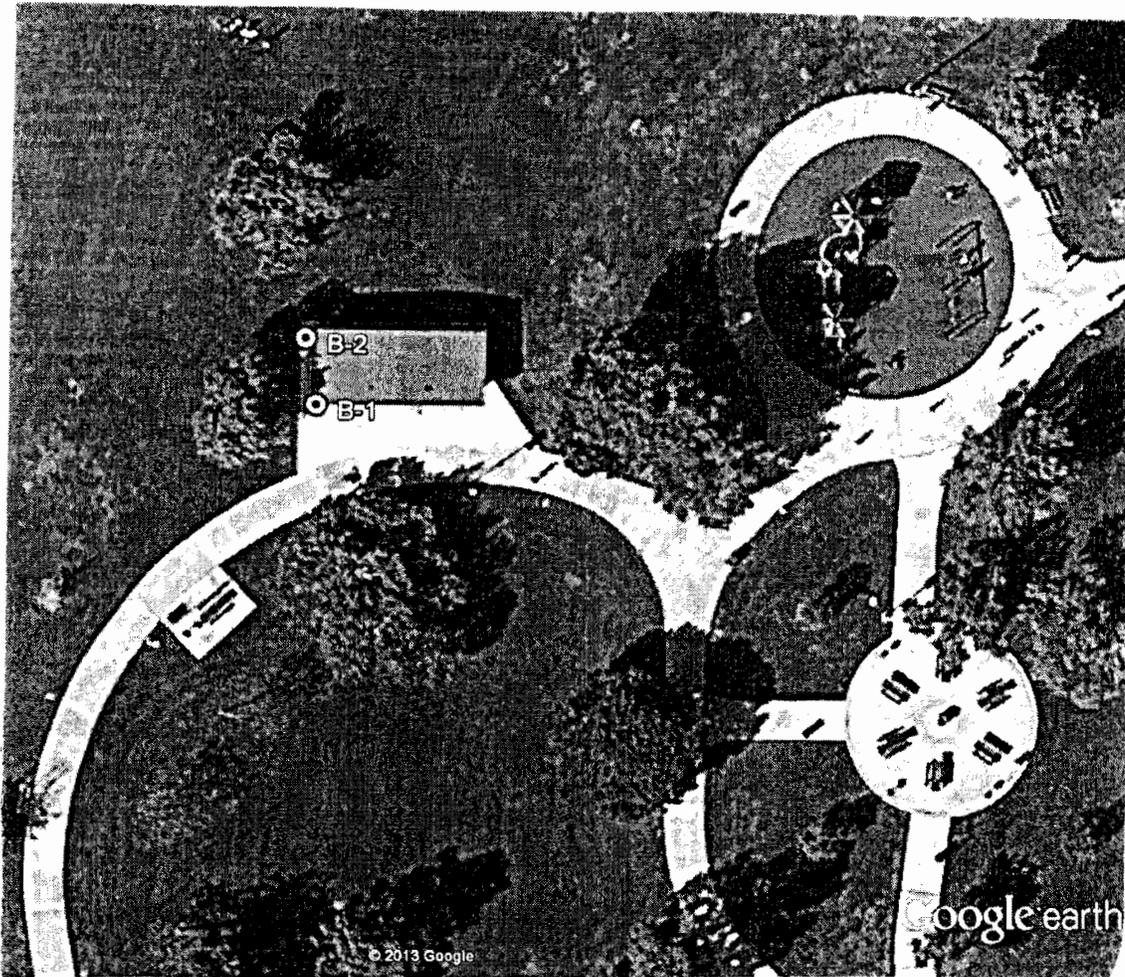
(ASTM D 2435)



PROJECT: PRECAST CONCRETE RESTROOM

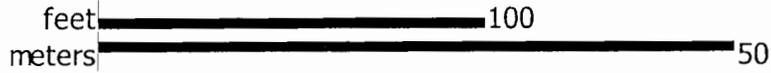
WORK ORDER 13-4484

## CONSOLIDATION TEST



OCEAN AVENUE

Google earth



**LEGEND**

⊙ = APPROXIMATE LOCATION OF EXPLORATORY BORING

**PLOT PLAN**

SCALE: As Shown	CITY OF TORRANCE	DRAWN BY
DATE: 10-30-13		REVISED
LAGO SECO PARK - 3920 W. 235th STREET TORRANCE, CALIFORNIA		
WESTERN LABORATORIES		DRAWING NUMBER 13-4484