



CITY OF GARDENA

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL

STORM DRAIN MASTER PLAN

JN 523

MARCH 2024

Memoranda:

Proposal Due: Monday, March 18, 2024, at 2 P.M.

Public Works Department: (310) 217-9568

I. INTRODUCTION

Overview of Scope of Services

The City of Gardena (City) is requesting proposals (RFP) from qualified civil engineering firms (Consultant) to provide professional engineering services to prepare a Storm Drain Master Plan. Please see Scope of Services for task details.

The goal is to develop a comprehensive storm drain master plan and analysis tool with the primary driver of evaluating future projects/developments to confirm the system has the required capacity. At the conclusion of the study, a prioritized Capital Improvement Program (CIP) plan with detailed descriptions and cost estimates shall be prepared based on the findings.

The City of Gardena is a diverse community located in the South Bay region of Los Angeles County, California. The population is approximately 60,000. The City is approximately 5.9 square miles, over 99% of which is land. A 9.4-acre wetland preserve, the Gardena Willows Wetland Preservation is located at the southeast corner of Gardena. Gardena is bordered by the unincorporated community of Los Angeles neighborhood of Harbor Gateway on the east and south, Torrance on the southwest, Alondra Park on the west, Hawthorne on the northwest and LA County to the north. The proposed storm drain plan will be the first City of Gardena master plan.

Consultants may submit proposals for the Storm Drain Master Plan (SDMP) and should include any tasks they believe are important and should be part of the study. The City may select the top firm to develop the Storm Drain Master Plan, and the City reserves the right to make no award.

The City makes no representation or guarantee as to, and shall not be responsible for, the accuracy, completeness, or pertinence of the Reference Documents, and, in addition shall not be responsible for any conclusions drawn therefrom. They are made available to the Proposer for the purpose of providing such information as is in the possession of the City, whether or not such information may be accurate, complete or pertinent, or of any value.

Questions regarding this RFP shall be directed to Jun De Castro at (310) 217-9642 or JDeCastro@cityofgardena.org. Addenda to this RFP, if issued, will be posted on the City's website at: <https://cityofgardena.org/rfps/>. It shall be the Consultant's responsibility to check the City's website to obtain any addenda that may be issued.

Deadline to submit a proposal is March 18, 2024 at 2:00 p.m. Five (5) hard copies and one complete PDF copy (on USB memory stick) shall be addressed to:

City of Gardena
Department of Public Works Engineering Division
1717 West 162nd Street
Gardena, CA 90247
Attn: Jun De Castro, Associate Engineer

Proposal packages received after the deadline will not be accepted and will be returned unopened.

The City currently anticipates conducting the selection process in accordance with the following schedule. This schedule is subject to revision and the City reserves the right to modify the schedule as needed or necessary.

RFP Released	February 5, 2024
Request for Clarification/Questions Deadline	February 29, 2024, at 2 p.m.
Response to RFC/RFQ Deadline	March 8, 2024
Proposals Deadline	March 18, 2024, at 2 p.m.
Consultant Interview (if necessary)	TBD
Consultant Selection	TBD
City Council Award	April or May 2024

II. PROJECT BACKGROUND

The City is soliciting written proposals from Engineering firms to develop the City's first Storm Drain Master Plan (SDMP) to identify, analyze, and prioritize the capital improvement needs of the City's storm water management system to drastically reduce flood risks, enhance public safety, and protect the City's assets.

III. SCOPE OF WORK

The Consultant shall furnish all services as required in order to prepare a comprehensive SDMP. The City will be adopting the SDMP and use it as the guide to establish policies, funding levels, identify capital improvement projects (CIPs), and allocate resources to operations and maintenance. The Consultant shall research and collect all data necessary to complete the SDMP. The Scope of Work described herein is the minimum necessary to meet the City's objectives.

The Consultant may propose modifications to the individual tasks listed below or the entire Scope of Work with innovative and advanced methodologies to produce a cost-efficient SDMP that the City may not have specifically identified in the scope of services. These proposed additions shall be identified as optional items and priced out separately. The Scope of Work may be modified through negotiation and/or by written addendum issued by the City and will become a part of any contract or agreement between the City and the selected Proposer. The SDMP, at a minimum, will include flow monitoring, system condition assessment, hydrologic and hydraulic modeling, model calibration and verification, peak flow attenuation, potential future pumping needs, evaluate options for pure gravity flow operations, climate change impacts, and development of a CIP to address these needs. A financial analysis plan is also required to determine and justify funding strategies and operation and maintenance needs. The Consultant shall carefully control costs and resources and complete assigned work on schedule.

The Consultant will be expected to coordinate with adjoining agencies to obtain necessary records information or to address any drainage boundary areas that may cross or out of the City's drainage areas.

The Consultant shall assign a project manager who will be the City's primary contact, will be entirely responsible for the Consultant's work and sub-Consultant work, if applicable, and have authority to direct the Consultant's staff and sub-contractors to meet the City's needs. To ensure the project remains on track, the Consultant shall provide a monthly progress report, which shall include a brief status of completed work, work anticipated to be completed in the next reporting period, problems or obstacles identified during the reporting period, and any other issues. The Consultant shall meet with City staff on a bi-weekly basis. The Consultant shall prepare a detailed report summarizing the entire drainage network and flood control network conditions and needs and present the draft SDMP to both the City staff and the City

Council. The Consultant shall revise the draft report based on feedback received and prepare a final draft of the report.

Task 1: Project Management and Quality Control

The Consultant will prepare monthly status reports and invoices, and will closely monitor project budget, labor hours expended, and schedule on a monthly basis throughout the project. The monthly status reports will describe the work completed during the previous month, anticipated work for the following month, current budget and schedule status, and any project issues requiring discussion or resolution. The Consultant will attend scheduled meetings or workshops with the City's project manager and other City staff as needed to discuss project progress and issues related to key project tasks. The first workshop will be a kickoff meeting to review the goals and objectives of the Master Plan, details of the work effort, and discuss how City staff would be involved in the project. It is envisioned that the kickoff meeting would involve both the Public Works Staff, as well as targeted staff of other City divisions (e.g., GIS, Planning, Maintenance) with the Consultant acting as facilitator to help focus the discussion on the key issues and information needs for the Master Plan. Bi-Weekly virtual meetings with the project engineer to maintain project pace and goals and to resolve and track issues. The Consultant will perform internal quality assurance and quality control on all project work products. Quality control will include careful checking of data, calculations, and model results, as well as review of proposed criteria, recommendations, and key deliverables by the Consultant experts in storm system planning, evaluation, and design.

Deliverables

- Monthly progress reports and invoices
- Meeting presentation materials, agendas, and minutes
- Summary e-mail of biweekly meetings with list of action items

Task 2: System Inventory, Pipe Condition Assessment, and GIS Database Development

The Consultant shall review available information related to the City's drainage facilities, identify any data gaps and inconsistencies in the City's paper and electronic databases, and provide an accurate inventory and assessment of the City's flood control network including County of Los Angeles facilities. The Consultant shall propose a strategy to update and obtain additional necessary data for approval by the City. Once approved, the Consultant shall be responsible for implementing and managing the data collection effort. All new information generated from this task will be incorporated into the City's geodatabase. The Consultant will be responsible for the accuracy of new data entered into the geodatabase and for verifying the accuracy of existing data based on the Consultant's professional judgment. The Consultant shall utilize office and field methods to establish reasonable assumptions for the various pipe conditions within the network. Where needed, a portion of the pipe segments will require field reconnaissance to perform visual inspections, photo documentation, and measurements. In addition, a smaller subset of critical or concerning pipes will require a more detailed review involving closed circuit television (CCTV) and potentially pipeline flushing. The Consultant shall provide the development of a complete, informative, and cost-effective GIS-based inventory database of the City's storm drain, manholes, County of Los Angeles lines/manholes and infrastructure within the City Limits. The Consultant shall develop the functional GIS database to provide an accurate inventory and assessment of the City's storm drain network and infrastructure, which includes a base map and GIS maps of all the compiled information –storm drain components and appurtenances of the City's storm drain system. GIS data will have complete metadata and will be provided to the City in a shapefile format compatible with the City's computerized maintenance management system (CMMS) platform. The coordinate system to be used for

GIS data is NAD 1983 State Plane California Zone 5 FIPS 0405 feet. Maps will be provided to the City as PDF and shapefile formats.

Deliverables

- A comprehensive electronic system inventory (i.e., GIS layer)
- A comprehensive Pipe Condition Assessment report to discuss and map the pipe conditions and list and rank the identified deficiencies.
- **Deliver a complete storm drain system map with attribute data in a shapefile compatible with City's CMMS platform.**
- Include CAD files in any new developed drawings.

Task 3: Identify Basins, Develop Models, & Evaluate Existing Hydrologic/Hydraulic Capacity

The Consultant shall delineate urban and natural watersheds with their overall flow paths within the City's boundary. The Consultant shall develop a calibrated hydrologic-hydraulic model for a range of return periods by utilizing an approved software by the City (e.g., HEC-HMS, HEC-RAS, EPA-SWMM) and generate watershed runoff hydrographs and determine subarea boundaries. The consultant shall develop street flow directional maps for the entire City (see attached sample) The Consultant shall be responsible for obtaining all input data, including precipitation, flow, and water surface level data from credible sources. The Consultant shall identify and review the existing and proposed land use patterns within the City along with the surrounding tributary areas. Population and development patterns shall be investigated for the present day and future growth. The model output shall be calibrated and verified against appropriate historical storm events. Additionally, the Consultant shall review maintenance records and resident complaints to "ground truth" model outputs. The Consultant shall use the model to evaluate the performance of the stormwater system, identify and map the locations of capacity deficiency. Dry and wet weather flow monitoring should be considered as part of this assessment. The Consultant shall route the individual hydrographs within the sub-watersheds to quantify and map the performance of the existing drainage network components under different storms (with a specific consideration to climate change impacts and potential hydrological intensifications in the region) and identify problematic locations and key issues that pertain to the existing drainage system. Key issues might include local drainage capacity issues, structurally and hydraulically inadequate system components, etc.

Deliverables

- A technical memorandum documenting all modeling assumptions, inputs, utilized data sets and their sources, model calibration methods, model outputs (including but not limited to water surface profiles, flood inundation maps for various storms, etc.) and narrative interpretations of the results, along with an uncertainty analysis.
- A comprehensive report discussing the hydraulic deficiencies of the City's drainage network, providing detailed flood inundation maps, street flow directional map, and a ranking list of the most critical sections, zones, and neighborhoods within the City.
- Watershed hydrology and electronic format (Watershed maps shall be provided in hardcopy format 24" x 36" and electronically as PDF, CAD, and GIS shape files). Hydraulic model output shall be provided in electronic format in the software format aforementioned and via hardcopy).
- Street Flow Directional Maps
- Include CAD files in any new developed drawings.

Task 4: Propose Capital Improvement Projects (CIPs) for System Improvements

The Consultant shall identify, provide, and discuss the need for additional storm drain easements or right-of-way, enhanced maintenance of drainage facilities, recommended CIPs that will reduce or eliminate flooding and/or repair failing infrastructure and provide a prioritized schedule for implementation of CIPs for the next 10 years. The proposed improvements should be categorized as high, medium and low need based on the extent and nature of the problem identified along with potential impacts of not addressing i.e., damage from flooding and sink holes. The Consultant shall develop preliminary engineering alternatives for identified projects that have pipe sizes, materials, methods, for improvements to the City's system. Review and consideration of regulatory requirements are essential. The Consultant shall complete a preliminary cost estimate (planning-level) for each project, and present cumulative costs for each CIP year and overall program. Once the City approves SDMP, the Consultant shall present a recommended set of prioritized capital projects to be included in the final deliverable.

Deliverables

- A technical memorandum presenting proposed, prioritized CIPs and the preliminary designs & cost estimates (final shall be provided in hardcopy and Microsoft Excel electronic)

TASK 5: FINAL REPORT

Summarize findings from tasks 1– 4 and prepare a Draft Report.

- Prepare exhibits and storm drain atlas map that accurately represent the City's existing and proposed system. The report should at a minimum include storm drain service area, trunk and collection system (existing and future), LA County Flood Control District's Facilities, CCTV Inspection and Report and Capital Improvement Program (CIP). The Storm Drain Atlas Map will show the complete system within City limits including City/County storm drain lines/manholes and County Flood Control District storm drain lines/manholes. This map shall be provided in both CADD and PDF formats.
- Prepare a Hydraulic Model for existing and future conditions (proposed improvements) that include all storm drain elements.
- Prepare a Hydraulic Schematic Drawing for existing and future conditions.
- Prepare an Executive Summary containing all core elements of the report including CIP.

The selected consultant will submit the Draft Report to the City for review. Comments from the City on the Draft Report will be discussed in one of the project meetings and incorporated into the Final Report.

Deliverables:

- **Draft Report**
- **Final Report in hardcopies (maps in 11"x17" format) compiled in a binder and electronic copy in PDF and Microsoft Word formats)**

All programs, software, reports, work, etc. identified in this RFP shall be provided by the Consultant at no additional cost to the City.

IV. QUALIFICATIONS

The Consultant should have experience of preparation of Storm Drain Master Plan for cities with similar characteristics and resources to provide all related deliverables required for its completion in a timely manner. The proposal shall include a comprehensive technical approach, methodology and specific tasks and activities required for completion of the Storm Drain Master Plan.

If your firm is qualified and would like to be considered, please submit a formal proposal addressing the following items:

- A. Proposal shall be limited to 15 pages maximum, excluding cover page and resumes.
- B. Identify the name of your organization, address and telephone number. Indicate whether your firm is a Corporation, joint venture, partnership or sole proprietorship or a DBE. Indicate the name(s) of the owner(s) of your firm and number of years in business.
- C. Identify all subconsultants / subcontractors to be used by name of organization, address and telephone number and provide examples of experience of each subconsultant and their key staff as related to the service they will perform.
- D. Identify the designated Project Manager as well as key staff for this project along with their background, experience, responsibility and office location(s).
- E. Provide a concise statement of your understanding of the Project and identify any exceptions
- F. Describe the methodology proposed to demonstrate your ability regarding understanding the approach, analysis and coverage of all aspects of the project.
- G. Provide a scope of work within specific task description.
- H. Provide a project schedule outlining the main tasks within the scope of work and the projected timeline throughout the project. The schedule should be presented in Microsoft Project format.
- I. Provide a list of clients for whom similar services were provided with contact information.
- J. Provide a list of all claims/litigation for money or damages filed against the Proposer, and any proposed Principal/Project Manager, related to the performance of a professional services agreement or participation in a project. Project fees that cover the entire aspect of services and other costs to complete the project. **Provide the fee proposal in a separate sealed envelope.**

V. EVALUATION AND SELECTION PROCESS

All Proposals will be evaluated on the basis of professional experience, qualifications and services to be performed. The City reserves the right to judge, appraise and reject all proposals, or to otherwise cancel the RFP process entirely if deemed in the City's best interest. The City reserves the right to request additional technical information or clarification of information submitted during the evaluation process.

The written proposal and potentially an oral interview will be evaluated using the following weighted criteria and will be assigned a score with a maximum of 100 points.

Criteria	Maximum Score
Experience of Project Team	10
Qualifications / Experience of the Consulting Firm	10
Project Understanding / Schedule / Cost	30
Past Relevant Projects / References	10
Response to Scope of Services	20
Appropriateness of level of effort	10
Familiarity with the City and Location of Firm	10

The City has the option to revise rating criteria at its direction.

The City reserves the right to require an oral interview of any and all respondents prior to the final scoring and selection. In the event an oral interview is required, the respondents will be provided with a minimum advanced notice of one (1) week.

VI. GENERAL CONDITIONS

By submitting a Proposal, the Consultant represents that they have thoroughly examined and become familiar with the requirements of this RFP and can perform quality work to achieve the objectives of the City.

The City reserves the right to withdraw the RFP at any time without prior notice. The City makes no representations that any Agreement will be awarded to any Consultant responding to this RFP or to pay any costs incurred in the preparation of a proposal for this request. The City reserves the right to extend the deadline for Proposals, postpone reviewing the Proposals for its own convenience, to reject any and all Proposals without indicating any reasons for such rejection(s), and to negotiate with any qualified consultant. The City does not guarantee successful firms will be provided with any projects.

The successful consultant(s) and sub-consultants are required to obtain and maintain a City of Gardena business license and insurance. The license and insurance shall be maintained for the duration of the Agreement. A current business license is not a prerequisite for submittal of the proposal.

The City is not liable for any costs incurred by the Proposers before entering into a formal agreement. Costs for developing the Proposal or any other such expenses incurred by the Proposer in responding to this RFP and entirely the responsibility of the Proposer and shall not be reimbursed by the City.

The City is not responsible for Proposals which are delinquent, lost, incorrectly marked, sent to the wrong address, or sent by mail or courier service and not signed for by the City.

VII. AGREEMENT & INSURANCE

The City's Standard Consultant Services Agreement is included in Attachment 1. The Consultant will be expected to enter into the Agreement without substantive changes. Any changes will require approval by the City Attorney.

The City's standard insurance requirements is included as part of the Standard Consultant Services Agreement included in Attachment 1.

VIII. ATTACHMENTS

Attachment 1 – City of Gardena Standard Consultant Services Agreement (Sample)

Attachment 2 – City of Gardena Storm Drain Area Map

Attachment 3 – Sample Street Flow Directional Map

**ATTCHAMENT 1 –
CITY OF GARDENA
STANDARD CONSULTANT SERVICES AGREEMENT (SAMPLE)**

CITY OF GARDENA CONSULTANT AGREEMENT WITH XYZ

This Agreement is entered into this _____ day of _____, 2024, by and between the **City of Gardena**, a municipal corporation ("City") and **XYZ**, a [state] [type of entity] ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree, as follows.

1. **RECITALS.** This Agreement is made and entered into with respect to the following facts:
 - A. Whereas, City is desirous of obtaining professional consultant services to develop a Storm Drain Master Plan services;
 - B. Whereas, Consultant has represented that it is qualified by virtue of experience, training, education and expertise to accomplish these services; and
 - C. Whereas, City has determined that the public interest, convenience and necessity require the execution of this Agreement; and
 - D. Whereas, no official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

2. **TERM OF AGREEMENT.** This Agreement shall commence upon execution and shall continue until completion, unless earlier terminated as provided below.
 - A. Either party may terminate this Agreement, without cause, by giving thirty (30) days written notice to the other party.
 - B. City may terminate this Agreement for cause by giving thirty (30) days written notice to Consultant. Lack of funding shall be considered cause for terminating this Agreement.
 - C. Upon termination, Consultant shall: (1) promptly discontinue all services affected, unless the notice directs otherwise; and (2) promptly deliver to City all data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the services under this Agreement, whether completed or in progress. Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination; however, if the Agreement is terminated by City for cause, other than lack of funding, or by Consultant

without cause, City shall be entitled to deduct any costs it incurs payment to another consultant for Services, which duplicate Consultant's Services to date. In the event of termination for other than cause attributable to Consultant, Consultant shall be deemed released for liability for any work assigned but not completed as of the effective date of termination.

3. **SERVICES.** Consultant agrees to provide the services as specified in the Consultant's Proposal, Exhibit **A**, attached hereto and incorporated herein by this reference ("services"). Unless otherwise specified herein, Consultant shall, at its sole cost and expense, furnish all facilities, equipment and personnel which may be required for providing the Services pursuant to this Agreement.
4. **ADDITIONAL SERVICES.** If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the agreed upon charges therefore as set forth in the written authorization. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.
5. **CONSULTANT'S PROPOSAL.** This Agreement shall include Consultant's proposal or bid which is incorporated herein as Exhibit A. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
6. **PERSONNEL.** City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City. During the term of this Agreement, Consultant shall provide the services specified in the proposal. Such individual(s) shall not be replaced without the prior written consent of City.
7. **PERFORMANCE BY CONSULTANT.** Consultant shall maintain or exceed the level of competency presently maintained by other similar practitioners in the State of California, for professional and technical soundness, accuracy and adequacy of all work, advice and material furnished under this Agreement.
8. **TIMING OF PERFORMANCE.** Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. City, in its sole discretion, may extend the time for performance of any Service.
9. **MONITORING OF CONSULTANT.** Consultant's performance of this Agreement

- B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by City.
- C. Coverages, Limits and Policy Requirements. Consultant shall maintain the types of coverages and limits indicated below:
1. Commercial General Liability Insurance – a policy for occurrence coverage for bodily injury, personal injury and property damage, with coverage at least as broad as Insurance Services Office Form CG 00 01, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.
 2. Commercial Auto Liability Insurance – a policy including all coverages provided by and to the extent afforded by Insurance Services Office form CA 0001, including Symbol 1 (any auto) with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.
 3. Worker's Compensation and Employers Liability Insurance – a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.
 4. Professional Errors & Omissions ("E&O") – a policy with minimum limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder. This policy shall be issued by an insurance company which is admitted to do business in the State of California.
 5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

- a. Additional insureds: "The City Gardena and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
 - b. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - c. Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Gardena, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Gardena shall be excess and not contributing with the insurance provided by this policy."
 - d. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Gardena, its officers, officials, agents, employees, and volunteers.
 - e. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retentions over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

- F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefor, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.
- H. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

12. INDEMNIFICATION. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents, employees and volunteers arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subconsultants, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subconsultants, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents, employees and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subconsultants under this Agreement, whether or not the Consultant, its employees, and/or authorized subconsultants are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole negligence or willful misconduct of the City. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity and defense shall be limited to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or misconduct of Consultant. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

13. **COOPERATION.** In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

14. **INDEPENDENT CONTRACTOR.** Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

15. **PERS ELIGIBILITY INDEMNIFICATION.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

16. **NON-LIABILITY OF CITY.** No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

17. **OWNERSHIP OF WORK PRODUCT.** All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for City by Consultant as City employee(s) for hire and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination or expiration of this Agreement.
18. **CONFIDENTIALITY CLAUSE.** Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

19. **NONUSE OF INTELLECTUAL PROPERTY OF THIRD PARTIES.** Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold City harmless against all claims raised against City based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.
20. **WAIVER OR BREACH.** No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.
21. **COMPLIANCE WITH LAWS.** Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.
22. **CONFLICT OF INTEREST AND REPORTING.** Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.
23. **NON-DISCRIMINATION.** Consultant covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in activity pursuant to this Agreement.

24. **FORCE MAJEURE.** Consultant shall not be in default for failing to perform in accordance with the terms of this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of Consultant.

25. **ASSIGNMENT.** Consultant shall not assign or subcontract any of its obligations pursuant to this Agreement, nor any part thereof, except for any monies due the Consultant, without the prior written consent of City. Such consent by City shall not be unreasonably withheld. Consultant shall be fully responsible to City for all work performed by assignees or subcontractors.

26. **NOTICES.** Whenever it shall be necessary for either party to serve notice on the other respecting this Agreement, such notice shall be in writing and shall be given by personal service upon the party to be notified, or by deposit of the same in the custody of the United States Postal Service, postage prepaid, addressed to the party to be notified as follows:

To City: City of Gardena
1700 West 162nd Street
Gardena, California 90247
Attn: Allan Rigg
Director of Public Works

To Consultant: XYZ
Address
XXXX, CA #####
Attn: Name
Tittle

Notices shall be deemed to have been served upon the date of personal service or three (3) working days after the same has been deposited in the United States Postal Service.

27. **LICENSED STATUS.** Consultant shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law, including, but not limited to, a City Business License.

28. **FAMILIARITY WITH WORK.** By executing this Agreement, Consultant warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should Consultant discover any conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City and shall not proceed, except at Consultant's own risk, until written instructions are received from City.

29. **PUBLIC RECORD ACT DISCLOSURE.** Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be

subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

30. **MAINTENANCE OF RECORDS.** Consultant shall maintain for a minimum of three (3) years from the completion date of the Services under this Agreement, the following records:

- A. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assume proper accounting for all funds;
- B. Records which establish that Consultant and all subcontractors who render Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations;
- C. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.
- D. The aforementioned records shall be made available to City or any authorized representative thereof upon request for audit.

31. **BINDING EFFECT.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

32. **GOVERNING LAW.** This Agreement shall be interpreted and construed according to the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.

33. **SECTION HEADINGS.** The Section headings used in this Agreement are for reference purposes only and shall have no binding effect.

34. **AUTHORITY TO EXECUTE.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

35. **ATTORNEY'S FEES.** In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

36. **PREPARATION OF AGREEMENT.** Each party acknowledges that it has had an

adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

37. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

38. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between City and Consultant. Any prior agreement, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by both parties. This Agreement may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or email electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

39. **ELECTRONIC SIGNATURE.** The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. City and Consultant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first hereinabove set forth.

CITY OF GARDENA

CONSULTANT – XYZ

Tasha Cerda, Mayor

Name

ATTEST:

Sign:

Title:

Mina Semenza, City Clerk

Name

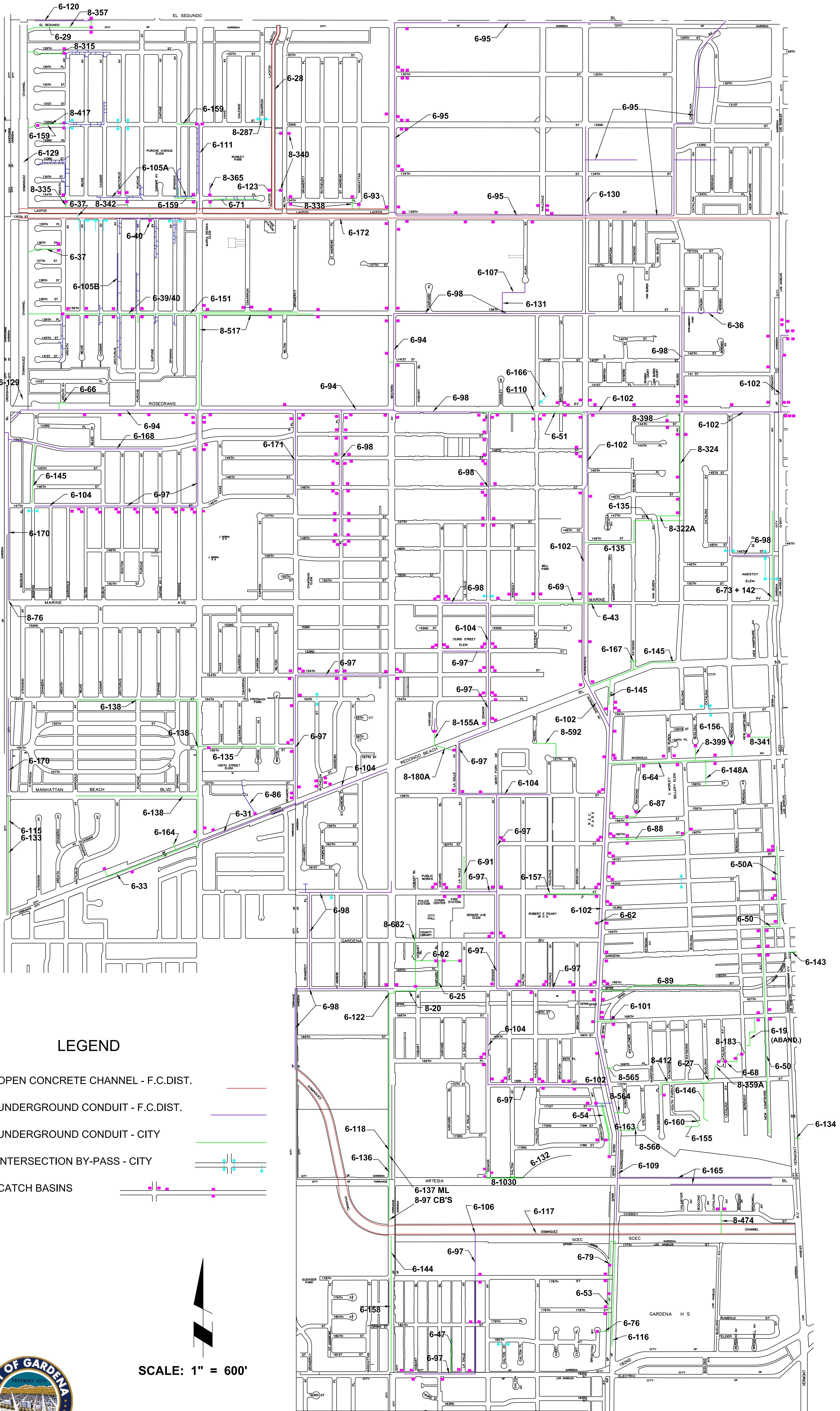
APPROVED AS TO FORM:

Sign:

Title:

Carmen Vasquez, City Attorney

**ATTCHAMENT 2 –
CITY OF GARDENA
STORM DRAIN AREA MAP**



LEGEND

- OPEN CONCRETE CHANNEL - F.C.DIST.
- UNDERGROUND CONDUIT - F.C.DIST.
- UNDERGROUND CONDUIT - CITY
- INTERSECTION BY-PASS - CITY
- CATCH BASINS

SCALE: 1" = 600'



CITY OF GARDENA
DEPT. OF PUBLIC WORKS - ENGINEERING DIVISION

STORM DRAINS

DRAWING NO. 6-55

**ATTCHAMENT 3 –
Sample Street Flow Directional Map**

CITY OF FULLERTON

STORMWATER SYSTEM

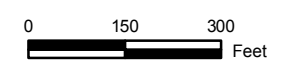


LEGEND

FACILITIES	
---	CITY OF FULLERTON
---	ORANGE COUNTY FLOOD CONTROL DISTRICT (OCFCD)
---	PRIVATE
---	NATURAL SWALE
---	OTHER CITY
○	REINFORCED CONCRETE PIPE (IN.)
△	C - PLAIN CONCRETE
△	CORRUGATED METAL PIPE (IN.)
⌒	CORRUGATED METAL PIPE ARCH
⌒	BASE X DEPTH (IN.)
□	REINFORCED CONCRETE BOX CULVERT
□	BARRELS, BASE X DEPTH (FT.)
┌	TRAPEZOIDAL CHANNEL
┌	BASE (b), DEPTH (d), (FT.), SLOPE RATIO (z)
┌	VERTICAL WALL CHANNEL
┌	BASE X DEPTH (FT.)
---	LINED PIPE
⊙	CATCH BASIN, OPENING WIDTH (FT.)
⊙	GRATE INLET, NUMBER OF GRATES
→	FLOW DIRECTION
●	MANHOLE
■	SCHOOL
■	PARK
■	ATLAS GRID
■	EASEMENT
---	PRIVATE STREET
---	CITY BOUNDARY
---	RAILROAD
■	POINT OF INTEREST

THIS MAP IS NOT AN OFFICIAL RECORD OF THE CITY BUT IS COMPILED FROM DATA FURNISHED BY PRIVATE CONTRACTORS AND OTHER SOURCES. LOCATIONS AND SIZE OF STORMDRAINS AND OTHER RELATED FACILITIES ARE SHOWN BASED ON THESE SOURCES. THIS INFORMATION IS FURNISHED TO ANY PERSON STRICTLY AS A CONVENIENCE AND THE CITY DOES NOT ASSUME ANY RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS.

BASE UPDATED
COUNTY - 2008
OVERLAY REVISED
MAY 2008



GRID 7 - B