

Council meeting of  
April 17, 2012

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

**Members of Council:**

**SUBJECT: Public Works – Award agreement for the construction of Underground Services for Street Light Installation. Expenditure: \$102,907.75**

**RECOMMENDATION**

Recommendation of the Public Works Director that City Council:

1. Approve the plans and specifications for the Construction of Underground Services for Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street (B2012-07) on file in the City Clerk's Office;
2. Award a Public Works Agreement to the lowest responsible bidder, Pro Tech Engineering Corp., in the amount of \$89,485.00;
3. Authorize a 5% contingency in the amount of \$4,474.25;
4. Authorize an expenditure of \$8,948.50 for project administration and inspection; and
5. Authorize an additional appropriation \$11,816.75 from the Development Impact Fee for Undergrounding Overhead Utilities Fund into Project I-114 Undergrounding of Overhead Utilities and Installation of Underground Street Lights along Del Amo Boulevard between Henrietta and Victor, and Van Ness Avenue between Torrance and Cravens for a new project total of \$ 177,316.75.

**Funding**

Funding for this work is available from Project I-114 and from Unappropriated Development Impact Fee for Undergrounding Overhead Utilities.

**BACKGROUND/ANALYSIS**

On November 22, 2011, Your Honorable Body approved an appropriation of \$165,500 for the preliminary design of undergrounding of overhead utilities along a portion of Del Amo Boulevard and Van Ness Avenue.

Currently the utility lines and infrastructure along the north side of Del Amo Boulevard between Henrietta Street and Victor Street and the east side of Van Ness Avenue between Cravens Avenue and Torrance Boulevard have been undergrounded. The subject overhead utility lines and infrastructure are located along the south side of Del Amo Boulevard and the west side of Van Ness.

On April 3, 2012, Your Honorable Body approved and adopted Resolution 2012-35, amending and updating Resolution No. 2005-71 regarding the Utility Undergrounding Facilities Plan and Utility Undergrounding Impact Fees, Development Impact Fee (DIF) Program for undergrounding overhead utilities as authorized by Article 2 of Chapter 9 of Part I of Division 2 of the Torrance Municipal Code. The Utility Underground Facilities Plan was established for the purpose of undergrounding longer stretches of overhead utilities.

The DIF Funds must be utilized within 5 years of collection. Staff has been reviewing opportunities to enhance areas where undergrounding would benefit the City within current available funding. Funding available for 5 years is \$408,524.66, of which \$138,603.56 is set to expire on June 30, 2012. In keeping with that effort, staff worked with a consulting firm with street lighting expertise to design these underground serviced street lighting systems to eliminate existing street lighting only overhead utility lines to further the undergrounding of utilities along these corridors. The undergrounding of these existing overhead utility lines will provide the opportunity to declare both subject roadway segments as Underground Utility Districts and the prohibition of future overhead utility installation.

### **Award of Public Works Agreement**

This project was advertised for bid on March 18, 2012 utilizing the City's "Green Bid" process, which gave prospective bidders the ability to view and print the plans and specifications for the project at any time.

Eight bids were received and opened on April 5, 2012 with the following results:

<b><u>BIDDER</u></b>	<b><u>TOTAL BID</u></b>
1. Pro Tech Engineering Corp.	\$89,485.00
2. Steiny and Company, Inc.	\$94,710.00
3. Sully-Miller Contracting Company	\$99,879.00
4. CA Professional Engineering	\$101,350.00
5. Flatiron Electric Group, Inc.	\$109,530.00
6. Parkia, Inc.	\$129,700.00
7. VT Electric, Inc.	\$140,097.00
8. Freeway Electric Inc.	\$143,333.00

The Engineer's estimate is \$142,000. Pro Tech Engineering Corp. was the apparent lowest, responsive bidder. Their bid is approximately \$39,615 (31%) lower than the Engineer's estimate. Pro Tech Engineering Corp. has successfully completed projects of similar type. The firm's references and contractor's license have been checked and found to be in order.

Funding for this project is from the Development Impact Fee for Undergrounding Overhead Utilities. Staff is recommending award of a Public Works Agreement to Pro Tech Engineering Corp.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director

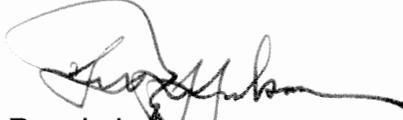


By Ted Semaan  
Engineering Manager

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachments: A. Public Works Agreement



## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into as of April 17, 2012 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Pro Tech Engineering Corporation, a California corporation (“CONTRACTOR”).

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR for the Construction of Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street, B2012-07;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street, B2012-07 (the “NIB”); and
- C. CONTRACTOR has submitted a Bid (the “Bid”) in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

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

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

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for thirteen (13) weeks from the Effective Date. Construction will be completed no later than June 15, 2012.

#### 3. COMPENSATION

- A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR’s Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$89,485.00 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

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

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

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

#### C. Termination for Breach of Law.

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

#### 5. **FORCE MAJEURE**

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

#### 6. **RETENTION OF FUNDS**

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

however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

**7. THE CITY'S REPRESENTATIVE**

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

**8. CONTRACTOR REPRESENTATIVE(S)**

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

Mike Niknafs, President

**9. INDEPENDENT CONTRACTOR**

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

**10. BUSINESS LICENSE**

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

**11. OTHER LICENSES AND PERMITS**

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

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement.

Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

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

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

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

**15. INDEMNIFICATION**

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

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

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

**17. INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - a. Combined single limits of \$2,000,000 per occurrence.
  2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
  3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

**18. SUFFICIENCY OF INSURERS**

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

that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

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

**20. NOTICE**

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

## 7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Pro Tech Engineering Corp.  
3535 E. Coast Hwy. #325  
Corona Del Mar, CA 92625

Fax: 949-270-2936

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

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

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**22. INTEGRATION; AMENDMENT**

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

**23. INTERPRETATION**

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

**24. SEVERABILITY**

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

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

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

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

**28. WAIVER OF BREACH**

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

**29. ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this

Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a municipal corporation

PRO TECH ENGINEERING  
CORPORATION, a California corporation

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

By: \_\_\_\_\_  
Mike Niknafs, President

ATTEST:

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

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

By: \_\_\_\_\_  
Patrick Q. Sullivan  
Assistant City Attorney

Attachments: Exhibit A: Bid

## BIDDER'S PROPOSAL

Company: ProTech engineering Corp Total Bid: \$89,485.00

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF  
**Underground Street Light Installation for**  
 Van Ness Boulevard from Torrance Boulevard to Cravens Avenue  
 and  
 Del Amo Boulevard from Victor Street to Henrietta Street  
**B2012-07**

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

Members of the Council:

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

## BID SCHEDULE

Item No.	Approx. Qty.	Unit Measure	Item Description	Unit Price	Total Bid
1	15	EA	STREET LIGHT INSTALLED COMPLETE	\$ 2,450	\$36,750 <sup>00</sup>
2	21	EA	PULL BOX (#5/#6) INSTALLED	\$ 485	\$10,185 <sup>00</sup>
3	1	LS	INSTALL 2" CONDUIT (JACKED) AND WIRES	\$30,000	\$30,000 <sup>00</sup>
4	1	LS	INSTALL 3" CONDUIT (JACKED) AND PULL ROPE	\$5,000	\$5,000 <sup>00</sup>
5	1	EA	TYPE III-BF SERVICE INSTALLED	\$2,000	\$2,000 <sup>00</sup>
6	1	EA	TYPE III-CF SERVICE INSTALLED	\$2,000	\$2,000 <sup>00</sup>
7	3	EA	ELECTRICAL SERVICE TRANSFER	\$850	\$2,550 <sup>00</sup>

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
8	1	EA	REMOVE AND SALVAGE EX SERVICE CABINET	\$1,000	\$1,000 <sup>00</sup>

TOTAL BID PRICE \$ 89,485<sup>00</sup>  
 (Figures)\*

TOTAL BID PRICE: Eighty Nine Thousand Four Hundred  
 (Words)\*

Eighty Five and 00/100

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

B2012-07

## BIDDER'S PROPOSAL (Continued)

B2012-07

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

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

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

Contractor: Pro Tech Engineering Corp.

Date: 4/4/12 By: MIKE NIKNAFS

Contractor's State License No. 731356 Class C-10

3535 E. COAST HWY. # 325  
Address: CORONA DEL MAR, CA 92625

Phone: 949-270-2935

Fax: 949-270-2936

**ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2012-07**

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

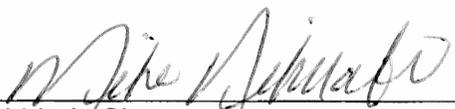
Addendum No. 5 \_\_\_\_\_

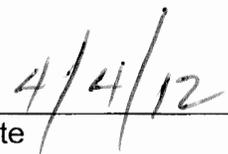
Addendum No. 6 \_\_\_\_\_

Addendum No. 7 \_\_\_\_\_

Addendum No. 8 \_\_\_\_\_

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

  
Bidder's Signature \_\_\_\_\_

  
Date \_\_\_\_\_

## CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }  
 COUNTY OF orange }

B2012-07

MIKE NIKHOFS, being first duly sworn, deposes and says:

1. That he is the President  
 Title  
 of pro Tech engineering Corporation  
 (Name of Partnership, Corporation, or Sole Proprietorship)

**hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of Underground Street Light Installation for Van Ness Boulevard from Torrance Boulevard to Cravens Avenue and Del Amo Boulevard from Victor Street to Henrietta Street, B2012-07.**

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT (CONTINUED)

B2012-07

- 7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 4<sup>th</sup> day of APRIL, 2012.

Subscribed and Sworn to  
 before me this 4<sup>th</sup> day  
 of APRIL, 2012.

MIKE NIKNAFS  
 (Contractor)  
President  
 (Title)

Sobela Kaidi  
 Notary Public in and for said  
 County and State.  
 (Seal)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of ORANGE

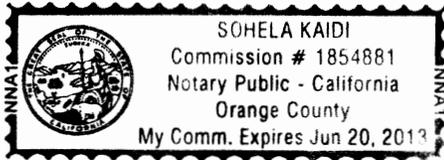
On APRIL 4, 2012 before me, SOHELA KAIDI

Personally appeared MIKE NIKNAFS,

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

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

**WITNESS my hand and official seal.**



*Sohela Kaidi*  
\_\_\_\_\_  
Signature of Notary

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S)                       LIMITED
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**CONTRACTOR'S AFFIDAVIT**

**SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY (IES)**

**PRO TECH ENGINEERING, CORP.**

MIKE NIKNAFS

**LIST OF SUBCONTRACTORS  
B2012-07**

The Bidder is required to fill in the following blanks in accordance with the provisions of the California Public Contract Code Sections 4100-4114, CHAPTER 4. SUBLETTING AND SUBCONTRACTING. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

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

Name Under Which Subcontractor is Licensed: Pro Tech Engineering Corp.  
 Subcontractor's Address: 3535 E. Coast Hwy. #325  
Corona Del Mar CA 92625  
 Specific Description of Sub-Contract: NONE  
 License Number: 731356 CA License Classification/Type: C-10

Name Under Which Subcontractor is Licensed: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 Specific Description of Sub-Contract: \_\_\_\_\_  
 License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 Specific Description of Sub-Contract: \_\_\_\_\_  
 License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

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

**REFERENCES (Page 1 of 2)**  
**B2012-07**

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

1. Name (Firm/Agency): City of Orange  
 Address: \_\_\_\_\_  
 Contact Person: Jimmy Rocha Telephone No.: 714-981-9567  
 Title of Project: LA Veta Ave Traffic Signal  
 Project Location: LA Veta Ave / PARKER STREET  
 Date of Completion: 11/2011 Contract Amount: \$ 114,000<sup>00</sup>
  
2. Name (Firm/Agency): City of Garden Grove  
 Address: \_\_\_\_\_  
 Contact Person: Tony Aquino Telephone No.: 714-741-5193  
 Title of Project: West Ave Traffic Signal  
 Project Location: West Ave + Parker St.  
 Date of Completion: 10/2011 Contract Amount: \$ 154,760<sup>00</sup>
  
3. Name (Firm/Agency): City of Orange  
 Address: \_\_\_\_\_  
 Contact Person: Jimmy Rocha Telephone No.: 714-981-9567  
 Title of Project: Chapman Ave Traffic Signal "EVP"  
 Project Location: Chapman Ave.  
 Date of Completion: 8/2011 Contract Amount: \$ 239,650<sup>00</sup>
  
4. Name (Firm/Agency): City of Perris  
 Address: \_\_\_\_\_  
 Contact Person: Chris Sunde Telephone No.: 951-943-6504  
 Title of Project: Perris Blvd. T/S Interconnect  
 Project Location: ~ ~  
 Date of Completion: 4/2012 Contract Amount: \$ 235,740<sup>00</sup>

**REFERENCES (PAGE 2 OF 2)  
B2012-07**

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

Work Description & Contract Amount	Agency	Date Completed
	See page C-14	

Contractor's License No.: 731356 Class: C-10

a. Date first obtained: 1-31-1996 Expiration: 1-31-2013

b. Has License ever been suspended or revoked? No

If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? NO

If yes, describe claims: \_\_\_\_\_

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

NAME	TITLE (If Applicable)	LICENSE NO.
<u>MIKE NIKWAFS</u>	<u>President</u>	<u>731356</u>
<u>ESTHEILA KAIDI</u>	<u>SEC/TREAS.</u>	<u>731356</u>
_____	_____	_____

## DBE

## BIDDERS LIST

Underground Street Light Installation for  
Van Ness Boulevard from Torrance Boulevard to Cravens Avenue  
and  
Del Amo Boulevard from Victor Street to Henrietta Street  
 B2012-07

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

Firm Name: Pro Tech Engineering Corp. Phone: 949-270-2935  
3535 E. Coast Hwy. #375  
 Address: Corona Del Mar, CA 92625 Fax: 949-270-2936  
 Contact Person: Mike NIKNAFS No. of Years in Business: 25

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

Type of work/services/materials provided by firm? Traffic Signal, St. LTG.

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

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

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

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS  
B2012-07**

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

Yes/No: NO Federal/State: NO

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

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Have the penalties been paid? Yes/No: NO

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

Yes/No: NO Code/Laws: N/A Section/Article: N/A

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

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