

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

Members of the Council:

SUBJECT: Community Development – Award agreements for construction of median island improvements on Hawthorne Boulevard from Del Amo Boulevard to Torrance Boulevard.

Expenditure: \$428,413.13

RECOMMENDATION

Recommendation of the Community Development Director that City Council:

1. Approve the plans and specifications for the Beautification of Median Islands on Hawthorne Boulevard from Del Amo Boulevard to Torrance Boulevard, CIP No. A-17 (B2012-02);
2. Award a public works agreement to Nobest, Inc. in the amount of \$376,629.65 and authorize a 5% contingency in the amount of \$18,831.48; and
3. Award a contract service agreement for construction inspection services to Project Partners, Inc. in the amount of \$32,952.

Funding

Funding (Prop. C) is available in the Hawthorne Boulevard Median Landscaping Project, CIP A-17.

BACKGROUND

The project area for the Hawthorne Boulevard landscape project is on Hawthorne Boulevard between Del Amo Boulevard and Torrance Boulevard. Currently, there is no landscaping in the medians. The proposed project will remove asphalt in existing medians and replaced it with new landscaping including irrigation, hardscape and signage. The landscape design will be similar to the landscaping that has already been constructed to the north and south of the project area.

Landscaping of the medians on Hawthorne Boulevard has been conducted in phases, as funding has become available. Three phases of landscaping has been completed.

This project is the fourth phase (the fifth and final phase is scheduled for construction in 2013).

ANALYSIS

On April 13, 2012, the City advertised a Notice to Bidders for the construction of Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Torrance Boulevard.

On May 3, 2012, the City received 10 bid proposals. Listed below is the summary of the bid proposals:

<u>NAME</u>	<u>AMOUNT</u>
Nobest, Inc. Westminster, California	\$376,629.65
Marina Landscape, Inc. Anaheim, California	\$393,901.85
C.S. Legacy Construction, Inc. Chino, California	\$396,471.00
Green Giant Landscape, Inc. * La Habra, California	\$405,048.00
South Bay Landscaping, Inc. Inglewood, California	\$419,648.57
Greenland Construction, Inc. Canoga Park, California	\$477,054.00
KASA Construction Ontario, CA	\$487,783.00
MG Enterprises, Inc. Tarzana, CA	\$493,235.00
Bennett Landscape Harbor City, CA	\$548,051.00
S T L Landscape, Inc. Los Angeles, California	\$580,331.00

*Did not acknowledge Addendum.

Nobest, Inc. submitted the lowest bid at \$376,629.65. Staff has checked references and found them to be in order. Therefore, Nobest, Inc. is the lowest responsible bidder. The Nobest, Inc. bid is below the engineer's estimate for the project (\$475,000.00).

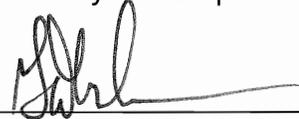
The construction of the Hawthorne Boulevard landscaping requires full time construction inspection services for quality control and traffic control. Project Partners, Inc. has successfully performed construction inspection services for the City of Torrance. The proposed Contract Services Agreement (Attachment B) will provide the required construction inspection services for this project.

Construction will commence in July 2012 and be completed by September 2012.

Respectfully submitted,

JEFFERY W. GIBSON
Community Development Director

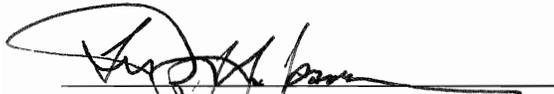
By



Gregg Lodan, AICP
Planning Manager

CONCUR:



Jeffery W. Gibson
Community Development Director

LeRoy J. Jackson
City Manager

Attachments:

- A. Public Works Agreement – Nobest, Inc.
- B. Contract Services Agreement – Project Partners, Inc.

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT (“Agreement”) is made and entered into as of June 5, 2012 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Nobest Incorporated, a California Corporation (“CONTRACTOR”).

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Torrance Boulevard;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Torrance Boulevard, Notice Inviting Bids No. B2012-02 (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 Community Development 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 one year from the Effective Date.

3. COMPENSATION

A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR’s Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for

services initially contemplated by this Agreement, exceed the sum of \$376,629.65 ("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

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:

Larry Nodland

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.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Nobest Incorporated
7600 Acacia Avenue
Garden Grove, CA 92841

Fax: (714) 373-0039

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

Nobest Incorporated

a California Corporation

Frank Scotto, Mayor

Larry Nodland, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

BID

BIDDER'S PROPOSAL

Company: Nobest Inc.
 Total Bid: \$376,629.⁶⁵

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
 FOR THE CONSTRUCTION OF MEDIAN ISLAND IMPROVEMENTS FOR THE
 BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO
 TORRANCE BOULEVARD**

B2012-02

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:

Item No.	Approx. Qty	Unit	Description	Unit Price	Total Bid
1.	1	LS	TRAFFIC CONTROL	\$ 10,500. ⁰⁰	\$ 10,500. ⁰⁰
2.	1	LS	CALTRANS PERMIT AND FEES	\$5000.00	\$5,000.00
3.	1	LS	MISCELLANEOUS REMOVALS & ADJUSTMENTS TO GRADE	\$ 19,250. ⁰⁰	\$ 19,250. ⁰⁰
4.	38,530	SF	REMOVE MEDIAN ASPHALT PAVING AND BASE	\$ 1. ⁵⁶	\$ 60,106. ⁸⁰
5.	14,665	SF	CONCRETE MEDIAN PAVEMENT (COLORED AND SCORED)	\$ 3. ⁴⁶	\$ 50,740. ⁹⁰

Item No.	Approx. Qty	Unit	Description	Unit Price	Total Bid
6.	6,810	SF	PRECAST CONCRETE PAVERS INCLUDING SAND BASE	\$ 14. ⁶⁰	\$ 99,426. ⁰⁰
7.	1,415	LF	6" WIDE PCC EDGING	\$ 5. ³⁰	\$ 7,358. ⁰⁰
8.	2	EA	INSTALL CITY-FURNISHED ADVANCE STREET SIGN	\$ 505. ⁰⁰	\$ 1,010. ⁰⁰
9.	1	LS	IRRIGATION SYSTEM	\$ 47,000. ⁰⁰	\$ 47,000. ⁰⁰
10.	255	LF	WELDED STEEL IRRIGATION SLEEVE (BORED/JACKED UNDER STREET)	\$ 38. ⁷⁵	\$ 9,881. ²⁵
11.	4,675	LF	PVC MOISTURE BARRIER BORDERING LANDSCAPE AREAS	\$ 4. ⁵⁰	\$ 21,037. ⁵⁰
12.	17,060	SF	SOIL AMENDMENT & FINISH GRADING (INCLUDING SOIL FERTILITY TESTING)	\$ 0. ²⁰	\$ 3,412. ⁰⁰
13.	16	EA	TREE (15 GALLON) INCLUDING STAKES & ROOT BARRIER	\$ 105. ⁰⁰	\$ 1,680. ⁰⁰
14.	56	EA	TREE (24" BOX) INCLUDING STAKES & ROOT BARRIER	\$ 310. ⁰⁰	\$ 17,360. ⁰⁰
15.	1,572	EA	SHRUB (1 GALLON)	\$ 6. ²⁵	\$ 9,825. ⁰⁰
16.	279	EA	SHRUB (5 GALLON)	\$ 13. ⁰⁰	\$ 3,627. ⁰⁰
17.	17,060	SF	SHREDDED BARK MULCH	\$ 0. ⁴²	\$ 7,165. ²⁰
18.	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE (90 DAYS)	\$ 2,250. ⁰⁰	\$ 2,250. ⁰⁰

TOTAL \$ 376,629.⁶⁵

TOTAL: Three Hundred Seventy-Six Thousand, Six Hundred
 (Words)*
Twenty-Nine Dollars and Sixty-Five Cents \$376,629.⁶⁵
 (Figures)*

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

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.

Nobest Inc.
 Contractor
 Date: 5-3-12 By: 
 Contractor's State License No. 359622 Address: 7600 Acacia Ave.
Garden Grove, Ca 92841
 Class A Phone: (714) 892-5583

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 5-3-12 before me, Kay E. Anderson/Notary Public
(Here insert name and title of the officer)

personally appeared Larry Nodland

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.

Kay E. Anderson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
President
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ACKNOWLEDGMENT OF ADDENDA RECEIVED

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

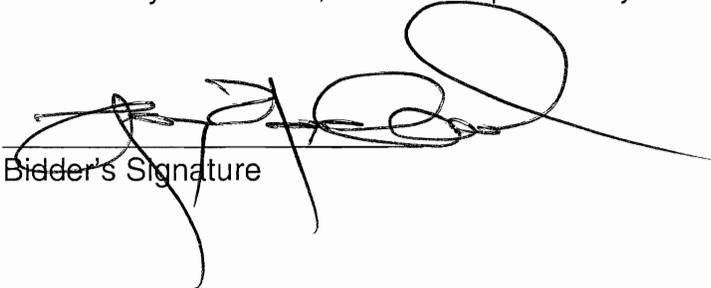
Addendum No. 5

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

5-3-12
Date

STATE OF CALIFORNIA }

CONTRACTOR'S AFFIDAVIT

COUNTY OF ORANGE }

B2012-02

Larry Nodland, being first duly sworn, deposes and says:

- 1. That he is the President
Title
of Nobest Inc.
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of MEDIAN ISLAND IMPROVEMENTS FOR THE BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO TORRANCE BOULEVARD, B2012-02;

- 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, refrain from bidding, or 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 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

CONTRACTOR'S AFFIDAVIT (CONTINUED)

prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

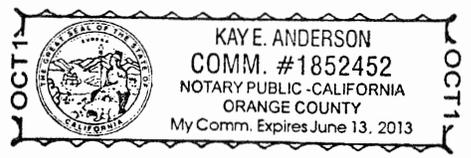
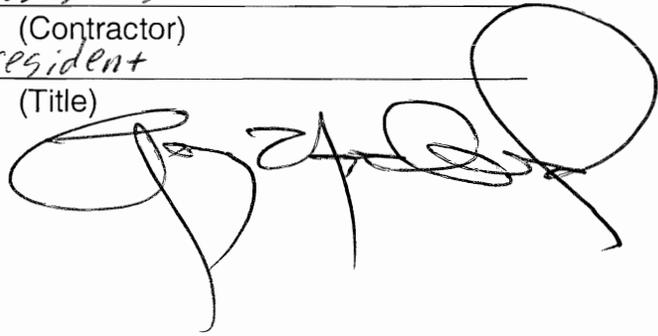
- 7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent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

Dated this 3RD day of MAY, 2012.

Subscribed and Sworn to before me this 3RD day of MAY, 2012.

Nobest Inc.
(Contractor)
President
(Title)

Kaye Anderson
Notary Public in and for said County and State.
(Seal)



LIST OF SUBCONTRACTORS

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

Name under Which Subcontractor is Licensed: Kato Landscape

License Number: _____

Address of Office, Mill or Shop: Fountain Valley

Specific Description of Sub-Contract: Landscape & Irrigation

Name under Which Subcontractor is Licensed: Alpha & Omega Pavers

License Number: 798734

Address of Office, Mill or Shop: Calimesa

Specific Description of Sub-Contract: Pavers

Name under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

- 1. Name (Firm/Agency): see attached
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion: _____ Contract Amount: \$ _____

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

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

NOBEST INCORPORATED

REFERENCE LIST

Page 1

No. 1

Project Name/Number: La Cuarta Street Reconstruction

Project Description: Concrete Construction, Asphalt Overlay, Water Line Replacement

Approximate Construction Dates: From: 6/2011 To: 9/2011

Agency Name: City of Whittier

Contact Person: Kyle Cason

Telephone: (562) 567-9511

Original Contract Amount: \$ 1,022,001

Final Contract Amount: \$ In Progress

No. 2

Project Name/Number: Ocean Front Street and Alley Replacement

Project Description: Remove & Replace Concrete Alleys, Streets, Curbs & Gutters, Sdkw

Approximate Construction Dates: From: 3/2011 To: 8/2011

Agency Name: City of Newport Beach

Contact Person: Mike Sinacori

Telephone: (949) 644-3342

Original Contract Amount: \$ 907,000

Final Contract Amount: \$ In Progress

NOBEST REFERENCE LIST

Page 2

No. 3

Project Name/Number: Maintenance Service Agreement

Project Description: Remove & Replace Concrete at Various Locations

Approximate Construction Dates: From: 10/2010 To: 10/2011

Agency Name: City of Westminster

Contact Person: Todd Miller

Telephone: (714) 681-3020

Original Contract Amount: \$ 345,000

Final Contract Amount: In Progress

No. 4

Project Name/Number: Annual Concrete Maintenance

Project Description: Removal & Replace Concrete Sdwks., WC Ramps, Curb & Gutter

Approximate Construction Dates: From: 8/2010 To: 8/2011

Agency Name: City of Huntington Beach

Contact Person: Dereck Livermore

Telephone: (714) 960-8861

Original Contract Amount: \$ 250,000

Final Contract Amount: \$ In Progress

NOBEST REFERENCE LIST

Page 3

No. 5

Project Name/Number: Citywide Sidewalk & Curb & Gutter Imp. 2009-10

Project Description: Remove & Replace Concrete

Approximate Construction Dates: From: 2/2011 To: 5/2011

Agency Name: City of Corona

Contact Person: Rosario Ruvalcaba Telephone: (951) 739-4813

Original Contract Amount: \$ 578,711 Final Contract Amount: \$ 450,677

No. 6

Project Name/Number: Residential Street on the Tree Petition List

Project Description: Remove & Replace Concrete, Landscape, Trees

Approximate Construction Dates: From: 11/2010 To: 3/2011

Agency Name: City of Huntington Beach

Contact Person: Joseph Dale Telephone: (714) 536-5915

Original Contract Amount: \$ 589,000 Final Contract Amount: \$ 621,900

NOBEST REFERENCE LIST

Page 4

No. 7

Project Name/Number: Pacific Blvd. Improvements

Project Description: Concrete Construction, Grading, Electrical & Landscape

Approximate Construction Dates: From: 9/2010 To: 4/2011

Agency Name: City of Huntington Park

Contact Person: Wes Lind

Telephone: (626) 447-4274

Original Contract Amount: \$ 782,204

Final Contract Amount: \$ 833,604

No. 8

Project Name/Number: Old Town Resurfacing Program

Project Description: R & R Concrete Sidewalks, Curb & Gutter and Alleys

Approximate Construction Dates: From: 4/2010 To: 11/2010

Agency Name: City of Seal Beach

Contact Person: David Spitz

Telephone: (562) 431-2527

Original Contract Amount: \$ 1,500,000

Final Contract Amount: \$ 1,730,000

REFERENCES

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 ATTACHED		

Contractor's License No.: 359622 Class: A

Date first obtained: 4-78 Expiration 7-31-12

Has License ever been suspended or revoked? No

If yes, describe when and why: N/A

Any current claims against License or Bond? No

If yes, describe claims: N/A

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Larry Nodland</u>	<u>President, Treasurer</u>	
<u>Robert Nodland II</u>	<u>Secretary</u>	<u>359622</u>

DBE

BIDDERS LIST

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: <u>Nobest Inc</u>	Phone: <u>(714)892-5583</u>
Address: <u>7600 Acacia Ave.</u> <u>Garden Grove, CA 92841</u>	Fax: <u>(714)373-0039</u>
Contact Person: <u>Kay Anderson</u>	No. of years in business: <u>34</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>R&R Concrete Repairs</u>	
What was your firm's Gross Annual receipts for last year?	
<p style="text-align: center;"> Less than \$1 Million Less than \$5 Million Less than \$10 Million <input checked="" type="checkbox"/> Less than \$15 Million More than \$15 Million </p>	

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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: N/A

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

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

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

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

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

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: No. If yes, provide the following information (if more than once, use separate sheets):

Date: 5-3-12 Entity: N/A

Location: N/A

Reason: N/A

Provide Status and any Supplemental Statement: N/A

Has your firm been reinstated by this entity? Yes/No: N/A

CITY OF TORRANCE, CALIFORNIA

**ADDENDUM #1
Issued: April 26, 2012**

**CONSTRUCTION OF MEDIAN ISLAND IMPROVEMENTS
FOR
HAWTHORNE BOULEVARD
FROM
DEL AMO BOULEVARD TO TORRANCE BOULEVARD
B2012-02**

Please note the following changes and/or additions to the Plans and Specifications for the project indicated above. The bidder shall execute the certification at the end of this addendum, and shall **attach the addendum to the Contract Documents submitted with the Bid**. In addition, the bidder shall fill out and submit the "Acknowledgment of Addenda Received" Form provided in Section C of the Specifications.

1. NOTICE INVITING BIDS

Add the following:

Pursuant to Section 1770 et seq. of the California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

2. Refer to Plans L-2009-1, IRRIGATION PLANS - Sheet 7 of 13, Sheet 8 of 13 and Sheet 9 of 13

Irrigation Legend:

"Sleeving - 4" Schedule 80 P.V.C. - See Plan for location

Replace with:

"Sleeving - 4" **Welded Steel** – See Plan for location

By Order of

/S/ Henry Sakamoto

Henry Sakamoto
Planning Associate

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum #1 and accept all conditions contained therein.

NOBEST INC

Bidder

[Handwritten Signature]

By

5-3-12

Date

**** Submit this executed form with the bid ****

Please fill out and submit the "Acknowledgment of Addenda Received" form provided in Section C of the Specifications.

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT (“Agreement”) is made and entered into as of June 5, 2012 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and Project Partners, Inc., a California corporation (“CONTRACTOR”).

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide construction inspection services for the Median Island Improvements for the Beautification of Hawthorne Boulevard.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

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

CONTRACTOR will provide the services listed in the Proposal attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. **TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 5, 2013.

3. **COMPENSATION**

A. CONTRACTOR’s Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Proposal, 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 \$32,952 (“Agreement Sum”), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

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

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness

exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. CITY REPRESENTATIVE

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 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:

Kimmo Look

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

CONTRACTOR will indemnify, pay for the cost of defense, 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. The obligation to indemnify, pay for cost of defense, 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, but only to the extent covered by CONTRACTOR's negligence, 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 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.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

- A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
 2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
 3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk

Manager of CITY (“Risk Manager”) due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

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

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender’s account:

notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Project Partners, Inc. 23195 La Cadena Drive Laguna Hills, CA 92653 Attention: Mr. Kimo Look Fax: (949) 852-9322
------------	--

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either

party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Project Partners, Inc.
a California corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Kimo Look
Principal Engineer

Sue Herbers
City Clerk

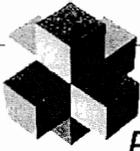
APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A Proposal

Revised: 10/29/2008

EXHIBIT A
PROPOSAL



**Project
Partners**

Mr. Henry Sakamoto
Associate Planner
City of Torrance
Community Development Department
3031 Torrance Blvd
Torrance, CA 90509

May 3, 2012

SUBJECT: Inspection Services for Median Island Improvements for the
Beautification of Hawthorne Boulevard

Dear Mr. Sakamoto,

Project Partners is please to offer the City of Torrance (City) a cost effective approach to providing inspection services for the City's Median Island Improvements for the Beautification of Hawthorne Boulevard project. We are proposing a "Tandem Team Approach" to give the City the advantages of having senior engineering / inspection experience on the project, without the expense of a full time Sr. Inspector. We believe this cost saving measure is an effective approach of for the project. The project is not technically complex.

The Tandem Team Approach:

This approach would pair a highly experienced Senior Construction Manager / Inspector with a more cost effective Public Works Inspector. The Senior Construction Manager will be on hand at the initial start up of the project and be available through the project to address any issues that come up. However, most of the project will be inspected by a less costly Public Works inspector. Project Partners has successfully applied the tandem team approach in other municipal projects including the *City of Culver City's Automatic Retractable Screens (ARS) and Connector Pipe Screens (CPS) Catch Basin Inspections* process.

The Proposed Project Partners Team:

Senior Construction Manager - Mr. John Robbins – Mr. Robbins is a seasoned Professional Engineer / Construction Manager and Inspector with 30 years professional experience. City of Torrance, and more specifically the proposed City Project Manager, Mr. Jeff Kidd, is very familiar with Mr. Robbins having worked with him on both the Madrona Marsh Restoration/Enhancement Project and the Waleria Reservoir Crack Repair and Concrete Coating Project. Both projects were completed successfully.

Public Works Inspector - Mr. Matt Magener - is a diverse Public Works Inspector / Environmental Program Manager with over 12 years of professional experience. He worked for the City of Oceanside as an Engineering Inspector providing compliance monitoring and Inspections of both public and private projects. His inspections experience includes grading, road construction, curb and gutter, landscaping, street lighting and sewer/water main installation projects. In addition, he worked specifically with the Traffic Department, conducting field checks of traffic control plans.

The Proposal

Project Partners proposes the following approach:

Our Senior Construction Manager / Inspector will be allocated a total of 3 days. One (1) day to provide the Project Partners Public Works Inspector review assistance with Plans and Specifications; the two additional days will be in a support role to provide guidance and support to the Public Works Inspector during the inspections process. The Public Works Inspector will perform the actual inspections, complete all required paperwork and documentation to the satisfaction of the City of Torrance Public Works Department primary contact. The Public Works Inspector will be backed up by our alternate inspector, Mr. Kamyar Amjadi. Mr. Amjadi is a Project Partners inspector that has been working with the City of Torrance's Public Works department for the last 5 years on sidewalk and street inspections.

Please see attached resume for further details.

HOURLY BILLING RATES AND FEES

Project Partners billing rates for the proposed Senior Inspector and Public Works Inspector are as follows:

Proposed Billing Rate			
Staff	Bill Rate	Est. Days	Est. Cost*
Senior Construction Manager	\$98.00	3 Days	\$2,352
P/W Inspector			
Pre Construction Coordination	\$75.00	2 Days	\$1,200
Construction Inspection	\$75.00	45 Days	\$27,000
Post Construction Close-out	\$75.00	4 Days	\$2,400
Total			\$32,952*

*Not to exceed amount. Project Partners only bills for actual hours worked. Historically we have found construction does not take the full amount of the entire allowable construction period, and consequently the total billed hours of the project is considerably less. The estimated days presented here are based on bid document allowable construction duration. Our billing rate includes vehicle mileage and cell phone expenses.

Project Partners Inspection Proposal
Submitted to City of Torrance
Page 3

Again I would like to thank you for considering our services and should you have any questions or desire additional information, please do not hesitate to call at any time. We look forward to working with you and your staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Kimo Look", with a long horizontal flourish extending to the right.

Kimo Look, P.E.
Project Partners