

Council Meeting of  
June 26, 2012

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

Members of the Council:

**SUBJECT: Public Works – Award agreements for the Fiscal Year 2009-2011 Residential Slurry Seal Program, I-100. Expenditure: \$439,134**

### **RECOMMENDATION**

Recommendation of the Public Works Director that City Council:

1. Approve the specifications for the Fiscal Year 2009-2011 Residential Slurry Seal Program, I-100 (B2012-16);
2. Award a one-year public works agreement to Pavement Coatings Co. in an amount not to exceed \$376,366 for construction of the Fiscal Year 2009-2011 Residential Slurry Seal Program, I-100 and authorize a 5% contingency in the amount of \$18,818; and
3. Award a consulting services agreement in the amount of \$43,950 to AndersonPenna Partners, Inc. to perform construction inspection services for this project.

### **Funding**

Funding is available from CIP I-100 (\$419,350) and the Walteria Reservoir Slope Repairs, I-95 (\$19,784).

### **BACKGROUND**

The Residential Street Slurry Seal Program is a multi-year program included in the City's adopted Capital Budget as project I-100 ("I-100 Program"). The I-100 Program is part of the City's pavement management efforts and involves the application of slurry seal to the surface of local roadways and City parking facilities. Slurry seal is a thin coating consisting of a mixture of liquid asphalt, sand and other materials. The slurry seal application helps to seal cracks in the pavement, which reduces water infiltration and helps extend the life of the original pavement. Slurry seal is a cost-effective maintenance method.

The FY2009-11 I-100 Program will provide for the application of slurry seal on: a) several residential streets in two residential neighborhoods; b) parking areas at Columbia Park; and c) the access roads and parking areas at the Walteria Reservoir. These areas were selected based on the condition of the existing pavement, current maintenance needs and the length of time that has elapsed since previous pavement repairs were completed in a neighborhood area.

### **Relevance to Strategic Plan**

The Residential Street Slurry Seal, I-100 is included in the May 2010 Strategic Plan as part of Strategic Priority 5 – Infrastructure and Goal #2 (pg 51). Completion of this project will be consistent with meeting one of our goals for this Strategic Priority.

### **Slurry Seal at 2 City Facilities (Columbia Park and the Walteria Reservoir)**

Columbia Park is located on the west side of Prairie Ave between 186th Street and 190th Street. There are four paved parking areas within the park and the asphalt concrete pavement surface of each has deteriorated. To extend the pavement life, it is desired to slurry seal these pavement areas. The cost benefit to performing the slurry seal in conjunction with the I-100 Program is that the cost per square foot is much lower than if the work were to be performed as a separate project.

The Walteria Reservoir is located on the east side of Crenshaw Blvd between Crest Road and Rolling Hills Road. It also serves as a public tennis/recreational facility. The pavement surface for the access roads and parking areas has deteriorated. To extend the pavement life, it is desired to slurry seal these pavement areas. It was originally intended that the slurry seal of this facility would occur as part of the Walteria Reservoir Slope Repairs, I-95 project. However, the I-95 project has been deferred and the pavement repair is needed now. Furthermore, there is a cost benefit to performing the slurry seal in conjunction with the I-100 Program, as the cost per square foot is much lower than if the work were to be performed as a separate project. The cost for this work will be paid from the Walteria Reservoir Slope Repairs, I-95 project.

### **ANALYSIS**

This project was advertised for public bid in April 2012 and four (4) bids were received and opened on May 24, 2012. Below are the total bid amounts confirmed by staff.

	<u>BIDDER</u>	<u>TOTAL BID AMOUNT</u>
1.	Pavement Coatings Co.	\$ 376,366.00
2.	Roy Allan Slurry Seal, Inc.	\$ 380,388.00
3.	All American Asphalt	\$ 383,000.00
4.	American Asphalt South, Inc.	\$ 411,210.00

The Engineer's estimate for this project is between \$400,000 and \$425,000. Pavement Coatings Co. ("PCC") is the lowest, responsive bidder and their bid is 5.9% lower than the low range of the Engineer's estimate.

PCC is well known in the Los Angeles and Southern California area. PCC has successfully completed slurry seal projects for many cities and other agencies, including our last Residential Slurry Seal project in fall of 2010. PCC's references and contractor's license have been checked and found to be in order. Accordingly, the Public Works Director recommends that Council award a Public Works Agreement to Pavement Coatings Co.

**Consulting Services Agreement: AndersonPenna Partners, Inc.**

Construction of this project will require full-time construction inspection services on 60 weekdays and on some Saturdays. Currently, the City's Public Works inspection workload requires that contract construction inspection services be obtained for this project. In accordance with the City's policy, proposals were requested from firms qualified to provide construction inspection services. The 3 firms that responded were: AndersonPenna Partners, Inc., Bureau Veritas North America, Inc., and KOA Corporation/ CBM. A team of City staff then independently reviewed and evaluated each proposal based on qualifications of the proposed inspectors from each firm. Staff determined that the inspectors from AndersonPenna Partners, Inc. are the most qualified. Furthermore, AndersonPenna's proposed hourly rate was one of the lowest of the 3 firms. Below are the proposed hourly rates from each firm.

	<u>FIRM</u>	<u>FEE</u>
1.	AndersonPenna	\$85.00/hr
2.	Bureau Veritas	\$94.00/hr
3.	KOA Corporation/CBM	\$85.00/hr

AndersonPenna has successfully performed construction inspection services for the City of Torrance (i.e., Del Amo Boulevard) and for other public agencies. The proposed Consulting Services Agreement will provide the required construction inspection services for this project. Public Works engineering staff will perform construction management and administration.

It is anticipated that construction will commence in August 2012 and be completed in October 2012.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director



By Craig Bilezerian  
Engineering Manager

CONCUR:



Robert J. Beste  
Public Works Director



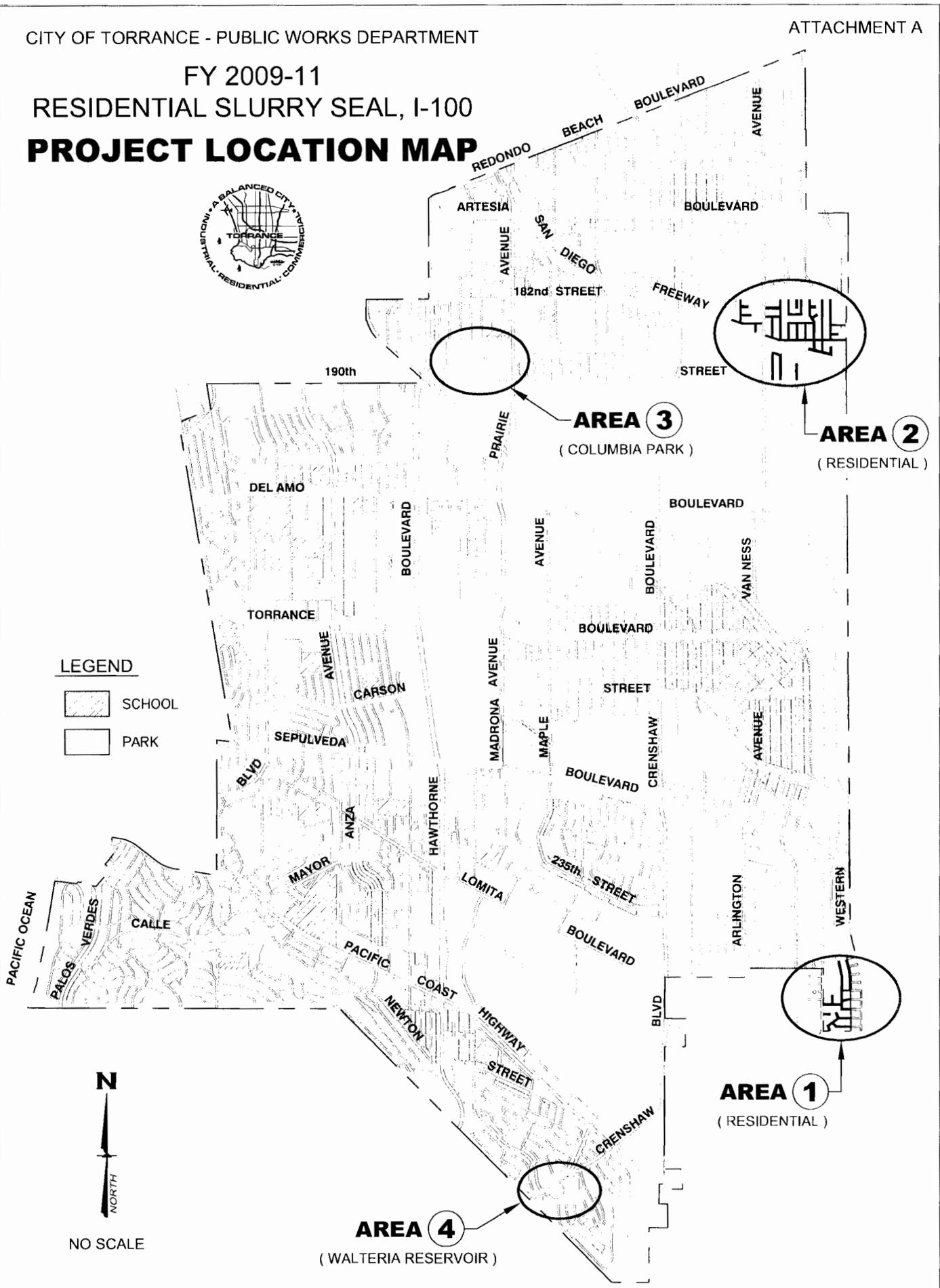
LeRoy J. Jackson  
City Manager

- Attachments: A. Project Location Map  
B. Public Works Agreement - Pavement Coatings  
C. Consulting Services Agreement - AndersonPenna

FY 2009-11

RESIDENTIAL SLURRY SEAL, I-100

# PROJECT LOCATION MAP



## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Pavement Coatings Co., a California corporation ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **FY2009-11 RESIDENTIAL SLURRY SEAL, I-100**; and
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **FY2009-11 RESIDENTIAL SLURRY SEAL, I-100**, Notice Inviting Bids No. B2012-16 (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 Public Works 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 \$376,366.00 ("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:

Doug Ford, President  
Richard Gove, Secretary

**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 \$3,000,000.
- 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, and the Consulting Engineer, 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:	Doug Ford, President Pavement Coatings Co. 10240 San Sevaine Way Jurupa Valley, CA 91752 Fax: (714) 826-3129
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CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
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- 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

PAVEMENT COATINGS CO.,  
a California corporation

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

By: \_\_\_\_\_  
Doug Ford, President

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachments: Exhibit A: Bid

**BIDDER'S PROPOSAL**COMPANY: Pavement Coatings Co.**FY2009-11 RESIDENTIAL SLURRY SEAL, I-100****B2012-16**

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 SCHEDULES****SCHEDULE A – RESIDENTIAL STREETS (AREAS 1 & 2)**

ITEM NO.	APPROX. QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	TOTAL BID
1	1	LS	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	\$ 6,000	\$ 6,000
2	1	LS	TRAFFIC CONTROL	\$ 7,200	\$ 7,200
3	1,100,000	SF	TYPE II SLURRY SEAL WITH 2-1/2% LATEX (Note: Quantity is intentionally higher than the value in Appendix)	\$ 0.168	\$ 184,800.00
4	1	LS	CRACK SEALING	\$ 22,000	\$ 22,000
5	1	LS	REMOVE EXISTING PAVEMENT STRIPING & MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, LEGENDS & REFLECTIVE PAVEMENT MARKERS	\$ 13,875.00	\$ 13,875

SCHEDULE "A" Subtotal: \$ 233,875.00  
(Figures)\*

SCHEDULE "A" Subtotal: Two hundred Thirty Three Thousand Eight hundred Seventy Five dollars and zero cents  
(Words)\*

NOTE: Subtotal above shall be included in the Total Bid Price for this project on page C-3.

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

**BIDDER'S PROPOSAL**  
(CONTINUED)

**SCHEDULE B – COLUMBIA PARK PARKING FACILITIES (4 LOCATIONS)**

ITEM NO.	APPROX. QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	TOTAL BID
1	1	LS	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	\$ 1,000	\$ 1,000
2	1	LS	TRAFFIC CONTROL	\$ 1,000	\$ 1,000
3	9,000	SF	LOCALIZED PAVEMENT REPAIRS ("DIG-OUTS")	\$ 4.70	\$ 42,300.00
4	250,000	SF	TYPE II SLURRY SEAL WITH 2-1/2% LATEX	\$ 0.168	\$ 42,000.00
5	1	LS	CRACK SEALING	\$ 5,900	\$ 5,900
6	1	LS	REMOVE EXISTING PAVEMENT STRIPING AND MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, LEGENDS AND REFLECTIVE PAVEMENT MARKERS	\$ 13,907.00	\$ 13,907.00
7	600	LF	RECONSTRUCT EXISTING PCC CURB AND GUTTER ON 6" CMB	\$ 22.00	\$ 13,200.00
8	50	EA	REMOVE EXISTING AND INSTALL NEW CONCRETE WHEEL STOPS	\$ 68.00	\$ <del>3,400.00</del> <sup>DF.</sup> 3,400.00

SCHEDULE "B" Subtotal: \$ <sup>DF</sup> ~~3~~ 122,707.00  
(Figures)\*

SCHEDULE "B" Subtotal: One hundred Twenty Two Thousand Seven hundred Seven dollars and zero cents  
(Words)\*

NOTE: Subtotal above shall be included in the Total Bid Price for this project on page C-3.

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

**BIDDER'S PROPOSAL**  
(CONTINUED)

**SCHEDULE C – WALTERIA RESERVOIR PARKING FACILITY**

ITEM NO.	APPROX. QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	TOTAL BID
1	1	LS	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	\$ 1,000	\$ 1,000
2	59,000	SF	TYPE II SLURRY SEAL WITH 2-1/2% LATEX	\$ 0.168	\$ 9,912.00
3	1	LS	CRACK SEALING	\$ 2,700	\$ 2,700
4	1	LS	REMOVE EXISTING PAVEMENT STRIPING AND MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, LEGENDS AND REFLECTIVE PAVEMENT MARKERS	\$ 5,172.00	\$ 5,172.00
5	1	LS	TRAFFIC CONTROL	\$ 1,000	\$ 1,000

SCHEDULE "C" Subtotal: \$ 19,784.00  
(Figures)\*

SCHEDULE "C" Subtotal: Nineteen Thousand Seven hundred Eighty Four dollars and zero cents  
(Words)\*

NOTE: Subtotal above shall be included in the Total Bid Price below for this project.

The Total Bid Price below shall include the 3 subtotals of Schedules A, B and C.

<p><b>Total Bid Price for SCHEDULES A+B+C:</b></p> <p>\$ <u>376,366.00</u> (Figures)*</p> <p><b>Total Bid Price for SCHEDULES A+B+C:</b></p> <p><u>Three hundred Seventy Six thousand Three hundred Sixty Six dollars and zero cents</u> (Words)*</p>
---

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

**BIDDER'S PROPOSAL**  
(CONTINUED)

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: Pavement Coatings Co.

Date: 05-24-12 By: Doug Ford

Contractor's State License No.: 303609 Class: A ; C-32

Address: 10240 San Sevaine Way  
Jurupa Valley, CA 91752

Phone: 714/826-3011 Fax: 714/826-3129

**ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**B2012-16**

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

Addendum No. 1   X  

Addendum No. 2           

Addendum No. 3           

Addendum No. 4           

Addendum No. 5           

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

05-24-12  
Date

**CITY OF TORRANCE, CALIFORNIA****ADDENDUM NO. 1****Issued: May 16, 2012****TO****PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
FY2009-11 RESIDENTIAL SLURRY SEAL, I-100  
B2012-16**

Note the following changes and/or additions to the Specifications for the project indicated above. The bidder shall execute the Certification at the end of this addendum, and shall **attach all pages of this addendum to the Contract Documents submitted with the Bid**. In addition, the bidder shall complete and submit the "Acknowledgment of Addenda Received" Form provided in Section C of the Specifications.

**1. Refer to the Specifications SECTION A – NOTICE INVITING BIDS.**

On page A-2, delete the second paragraph in its entirety and replace with the following:

"The City has determined that either a Class A or a Class C-12 Contractor's license is necessary to bid this project."

**END OF ADDENDUM NO. 1**

By Order of the Acting City Engineer



TED SEMAAN  
Acting City Engineer

FY2009-11 RESIDENTIAL SLURRY SEAL, I-100  
B2012-16, ADDENDUM NO. 1, Issued: May 16, 2012

### BIDDERS'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.

Pavement Coatings Co.  
Bidder

  
By Dale F. Lopez, President

05-16-12  
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

**CONTRACTOR'S AFFIDAVIT**

STATE OF CALIFORNIA

}

**B2012-16**COUNTY OF Riverside

}

}

Doug Ford, being first duly sworn, deposes and says:  
(NAME)

1. That ~~he~~she is the President  
(TITLE)  
of Pavement Coatings Co.  
(NAME OF PARTNERSHIP, CORPORATION, OR SOLE PROPRIETORSHIP)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of FY2009-11 Residential Slurry Seal, I-100, B2012-16;

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)

**B2012-16**

- 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 24th day of May, 20 12

Subscribed and Sworn to  
before me this 23<sup>rd</sup> day  
of May, 20 12

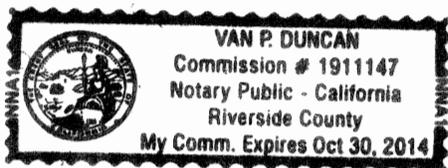
[Signature]  
(CONTRACTOR'S SIGNATURE)

Doug Ford  
(NAME)

Van Duncan  
Notary Public in and for said  
County and State.

PRESIDENT  
(TITLE)

(SEAL)



**LIST OF SUBCONTRACTORS****B2012-16**

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: Chrisp Co.  
 Subcontractor's Address: 2280 South Lilac Bloomington, CA.  
 Specific Description of Sub-Contract: Striper  
 License Number: 374600 CA License Classification/Type: C-32

Name Under Which Subcontractor is Licensed: Rubberized CrackFiller Sealant Inc  
 Subcontractor's Address: 800 East Walnut Fullerton, CA.  
 Specific Description of Sub-Contract: Crack seal  
 License Number: 484758 CA License Classification/Type: C-32

Name Under Which Subcontractor is Licensed: Hardy and Harper  
 Subcontractor's Address: 1312 East Warner Santa Ana, CA.  
 Specific Description of Sub-Contract: AG & Concrete  
 License Number: 218962 CA License Classification/Type: A

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

### B2012-16

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 Westlake Village  
 Address: 31200 Oak Crest Drive, Westlake Village, CA 91361  
 Contact Person: Roxanne Hughes Telephone No: 805/653-6597  
 Title of Project: Annual Street Resurfacing Program 2010-11  
 Project Location: Various Locations in the City of Westlake Village  
 Date of Completion: 08-24-11 Contract Amount: \$ 173,183.00
  
2. Name (Firm/Agency): City of Mission Viejo  
 Address: 200 Civic Center, Mission Viejo, CA 92691  
 Contact Person: Randy VanCott Telephone No.: 949/470-8442  
 Title of Project: Slurry Sealing of Various Streets 2011  
 Project Location: Various Streets in the City of Mission Viejo  
 Date of Completion: 10-15-11 Contract Amount: \$ 167,300.00
  
3. Name (Firm/Agency): City of Lomita  
 Address: 24300 Narbonne Avenue, Lomita, CA 90717  
 Contact Person: Tom Shahbazi, P. E. Telephone No.: 310/325-7110 x 210  
 Title of Project: 2010-2011 Slurry Seal Project  
 Project Location: Various Streets in the City of Lomita  
 Date of Completion: 08-16-11 Contract Amount: \$ 141,888.00
  
4. Name (Firm/Agency): City of Placentia  
 Address: 401 East Chapman Avenue, Placentia, CA 92870  
 Contact Person: Robert Makowski Telephone No.: 714/993-6131  
 Title of Project: FY 2010-2011 Slurry Seal Project #61058  
 Project Location: Various Streets in the City of Placentia  
 Date of Completion: 05-27-11 Contract Amount: \$ 125,412.00
  
5. Name (Firm/Agency): City of Calipatria  
 Address: 125 N. Park Avenue, Calipatria, CA 92233  
 Contact Person: Juny Marmolejo Telephone No.: 760/337-3883  
 Title of Project: Street Maintenance Project 2011  
 Project Location: Various Streets in the City of Calipatria  
 Date of Completion: 03-12-11 Contract Amount: \$ 237,919.00

**REFERENCES**

(CONTINUED)

**B2012-16**

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

Contractor's License No.: 303609 Class: A ; C-32

a. Date first obtained: 03-03-1975 Expiration: 09-30-12

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	LICENSE NO. (If Applicable)
<u>Doug Ford</u>	<u>President</u>	<u>303609</u>
<u>Richard Gove</u>	<u>Secretary</u>	
<u>Bernard Hale</u>	<u>Treasurer</u>	

**VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS**

**B2012-16**

- 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: \_\_\_\_\_

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

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Have the penalties been paid? Yes/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: \_\_\_\_\_ Section/Article: \_\_\_\_\_

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

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**DEBARMENT AND SUSPENSION CERTIFICATION**  
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

**B2012-16**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal AGENCY;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal AGENCY within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating AGENCY, and dates of action.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into as of June 26, 2012 (the “Effective Date”), by and between the CITY OF TORRANCE, a municipal corporation (“CITY”), and AndersonPenna Partners, Inc., a California corporation (“CONSULTANT”).

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONSULTANT to perform construction inspection services for the FY2009-11 Residential Slurry Seal, I-100.
- B. In order to obtain the desired services, the CITY has circulated its Request for Proposal for Construction Inspection Services, RFP No. (N/A) (the “RFP”).
- C. CONSULTANT has submitted a Proposal (the “Proposal”) in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, the CITY is willing to award the contract to CONSULTANT.

### AGREEMENT:

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

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

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through June 30, 2013.

#### 3. COMPENSATION

##### A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the compensation schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$43,950.00 (“Agreement Sum”), unless otherwise first approved in writing by the CITY.

##### B. Schedule of Payment.

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

#### 4. **TERMINATION OF AGREEMENT**

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

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

##### B. Termination for Cause.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **THE CITY'S REPRESENTATIVE**

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 CONSULTANT

8. **CONSULTANT REPRESENTATIVE(S)**

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

Dino D'Emilia, Vice President Construction Services  
 Angelique M. Lucero, Chief Financial Officer

9. **INDEPENDENT CONTRACTOR**

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

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. **CARE OF WORK**

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

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

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

**15. INDEMNIFICATION**

CONSULTANT will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, including, without limitation those arising from the breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply to the extent of CONSULTANT's contributing negligence, recklessness, or willful misconduct 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. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and CITY, as to whether liability arises from the concurrent negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONSULTANT will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the CITY's share of responsibility. CONSULTANT will be entitled in the event of a determination of CITY's responsibility to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation reflecting the CITY's proportionate share of such expenses.

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

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

**17. INSURANCE**

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

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

(4) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

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

**18. SUFFICIENCY OF INSURERS**

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

**19. CONFLICT OF INTEREST**

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

**20. NOTICE**

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

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

Addresses for purpose of giving notice are as follows:

CONSULTANT: AndersonPenna Partners, Inc.  
20280 Acacia Street, Suite 100  
Newport Beach, CA 92660  
ATTN: Dino D'Emilia, P.E.  
Fax: (949) 258-5053

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

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

21. **PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

22. **INTEGRATION; AMENDMENT**

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

23. **INTERPRETATION**

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

24. **SEVERABILITY**

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

25. **TIME OF ESSENCE**

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

26. **GOVERNING LAW; JURISDICTION**

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

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

28. **WAIVER OF BREACH**

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

29. **ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

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

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

CITY OF TORRANCE,  
a municipal corporation

AndersonPenna Partners, Inc.  
a California corporation

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

By: \_\_\_\_\_  
Dino D'Emilia, VP Construction Services

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

Attachments:      Exhibit A:    RFP  
                         Exhibit B:    Proposal

Revised...:      10/29/2008

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**

**Buenavista, Davina**

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**From:** Buenavista, Davina  
**Sent:** Wednesday, May 30, 2012 9:52 AM  
**To:** 'bradley.waldrop@us.bureauveritas.com'  
**Subject:** Request for Construction Inspection Services

Good Morning Mr. Waldrop,

The City of Torrance Public Works Department is interested in contracting Dave Rau for construction inspections on our upcoming Residential Slurry Seal project. The work is tentatively scheduled to start at the beginning of Aug 2012, and should take approximately 6 weeks to complete. If Mr. Rau is available for this project, we would appreciate a proposal of inspection services, including his prevailing wage rates.

If you have any questions, please contact me at my office number below.

Thank you very much, and have a nice day.

Best Regards,

**Davina L. Buenavista**

Associate Engineer, Public Works Department

City of Torrance | 20500 Madrona Avenue | Torrance CA 90503 | (310) 516-3057 office | (310) 516-3110 cell

[DBuenavista@TorranceCA.Gov](mailto:DBuenavista@TorranceCA.Gov) | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

**Buenavista, Davina**

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**From:** Buenavista, Davina  
**Sent:** Monday, June 04, 2012 1:20 PM  
**To:** 'GHeinbuch@andpen.com'  
**Subject:** Request for Construction Inspection Services

Hi Gary,

The City of Torrance Public Works Department is interested in contracting a construction inspector for the annual Residential Slurry Seal project. Work will include application of crack seal and slurry seal, striping/pavement markings, curb & gutter replacement, and some minor asphalt concrete pavement repairs. Construction is tentatively scheduled to start at the beginning of Aug 2012, and should take approximately 6 weeks to complete.

If interested, please submit a proposal for construction inspection services by tomorrow, June 5, 2012, before 5:00pm. Proposal shall include resume of Inspector(s), and wage rates (prevailing and non-prevailing).

If you have any questions, please contact me at my office number below.

Thank you very much, and have a nice day.

Best Regards,

**Davina L. Buenavista**

Associate Engineer, Public Works Department

City of Torrance | 20500 Madrona Avenue | Torrance, CA 90501 | 310.618.4057 voice | 310.618.4021 fax

[DBuenavista@TorranceCA.Gov](mailto:DBuenavista@TorranceCA.Gov) | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

**Buenavista, Davina**

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**From:** Buenavista, Davina  
**Sent:** Monday, June 04, 2012 1:22 PM  
**To:** 'CStephan@koacorporation.com'  
**Subject:** Request for Construction Inspection Services

Hi Chuck,

The City of Torrance Public Works Department is interested in contracting a construction inspector for the annual Residential Slurry Seal project. Work will include application of crack seal and slurry seal, striping/pavement markings, curb & gutter replacement, and some minor asphalt concrete pavement repairs. Construction is tentatively scheduled to start at the beginning of Aug 2012, and should take approximately 6 weeks to complete.

If interested, please submit a proposal for construction inspection services by tomorrow, June 5, 2012, before 5:00pm. Proposal shall include resume of Inspector(s), and wage rates (prevailing and non-prevailing).

If you have any questions, please contact me at my office number below.

Thank you very much, and have a nice day.

Best Regards,

**Davina L. Buenavista**

Associate Engineer, Public Works Department

City of Torrance | 20500 Madrona Avenue | Torrance CA 90503 | (310) 515-9031 voice | (310) 515-9032 fax

[DBuenavista@TorranceCA.Gov](mailto:DBuenavista@TorranceCA.Gov) | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

**EXHIBIT B**  
**PROPOSAL**



June 5, 2012

Davina L. Buenavista, Associate Engineer  
Public Works Department  
City of Torrance  
20500 Madrona Avenue  
Torrance, CA 90503  
Via email: [DBuenavista@TorranceCA.Gov](mailto:DBuenavista@TorranceCA.Gov)

**Subject: Proposal to Provide Inspection Services for FY 2009-11 Residential Slurry Seal, I-100 Project**

Dear Ms. Buenavista:

AndersonPenna Partners is pleased to submit this letter proposal offering candidates to provide full time inspection for this project. Our Sr. Project / Construction Manager, Gary Heinbuch is very familiar with City policies, standards and guidelines, and the requirements of administering public projects, and more specifically, within the City of Torrance. Mr. Heinbuch will be the City's contact to establish inspection services, and will ensure the City is satisfied with the services delivered.

AndersonPenna Partners is offering two inspectors for consideration: The primary proposed inspector is Al Aguilera, an inspector with substantial residential slurry seal experience. As an alternate inspector candidate, we offer Tony Plante, who also has substantial slurry seal inspection experience, as well as recent experience in the City of Torrance on the Del Amo Boulevard Extension, Phase 2 Project. Both are available to the City throughout the scheduled 50-day project duration. Attached are the inspection resumes, references and a fee schedule that includes fees for both prevailing wage and non-prevailing wage regular and overtime work.

We appreciate the opportunity to propose on this work, and hope to continue our positive working relationship with the City. If there are any questions regarding this proposal, please contact Mr. Heinbuch at (951) 840-5920 or [gheinbuch@andpen.com](mailto:gheinbuch@andpen.com) or Mr. D'Emilia at (714) 458-0703 or [ddemilia@andpen.com](mailto:ddemilia@andpen.com).

Respectfully submitted,  
AndersonPenna Partners, Inc.

Digitally signed by Dino D'Emilia  
DN: cn=Dino D'Emilia,  
o=AndersonPenna Partners,  
ou=Construction Services,  
email=ddemilia@andpen.com, c=US  
Date: 2012.06.05 11:02:27 -07'00'

Dino D'Emilia, PE  
Vice President, Construction Services

City of Torrance – Proposal for Inspection Services for FY 2009-11 Residential Slurry Seal, I-100 Project



## Project Understanding

The project involves slurry seal of streets in two residential areas; one in the North Torrance area and the other in the South Torrance / Waleria area; as well as slurry seal of parking lots at Columbia Park and Waleria Reservoir.

The application of slurry seal requires that the City close a street or street segment for one (1) day and between the hours of 7:00 a.m. to 4:30 p.m. The work is scheduled on a weekdays other than days of trash collection for each respective street. One week prior to the slurry seal application, the City distributes a Notice to affected residents. The Notice includes a map of streets to be slurry sealed and the dates for the work. Two (2) days, or 48 hours, before the actual work on a specific street, the City's contractor issues a Notice (by door hanger) and posts temporary "NO PARKING" signs on the streets.

Bids for the project were opened on May 24, 2012 and the apparent low bidder is Pavement Coatings Company of Jurupa Valley, California, with the low bid amount of \$376,366.00.

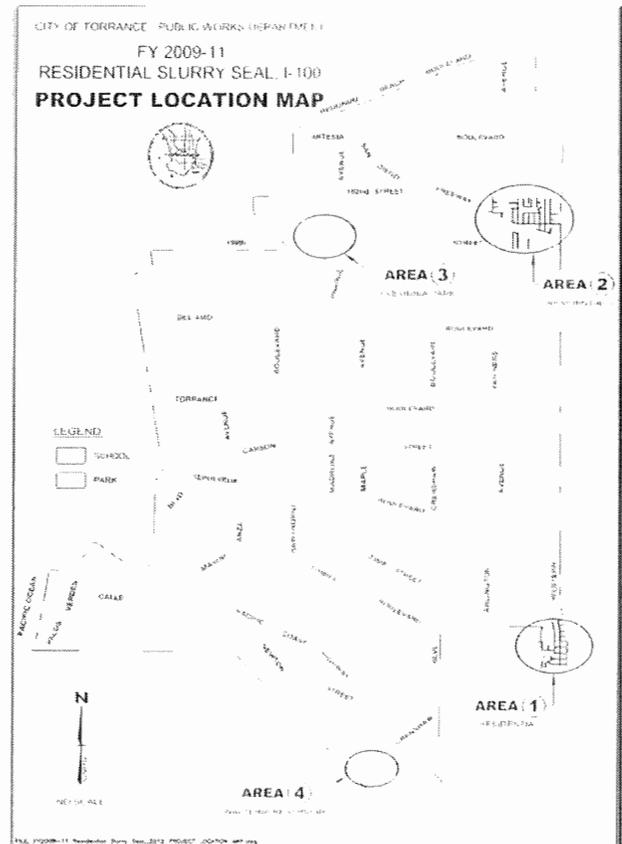
Bids were all within a 10% range and all lower than the high end of the engineer's estimated range. Accordingly, pending the City's comprehensive review of bid documents received, it appears that the City will be able to award all proposed areas to the apparent low bidder.

The project is anticipated to begin in August, with a 50 working day Contract Time.

The inspector's role will be to monitor the Contractor's operations and to work with the local residents, Park and Reservoir staff to minimize the impacts and inconveniences from the project, while optimizing the efficiency of the work. The inspector will check the constituent component materials for the slurry seal mix, the mixing proportions and procedures and the proper preparation for, and application of the slurry seal. The inspector will maintain a detailed daily project report and compile daily and cumulative quantities placed, and assist the City as needed with contract administration activities.

In summary, the APP Team has relevant experience on very similar projects and has proactively researched the details of the project. We stand ready to assist the City in the successful implementation of the project.

The following pages include resumes for APP's proposed inspectors, references and an estimated fee for the basic services requested.



City of Torrance – Proposal for Inspection Services for FY 2009-11 Residential Slurry Seal, I-100 Project



## Al Aguilera

### Sr. Public Works Inspector

Mr. Aguilera offers over 43 years' experience performing inspection for public works and Caltrans projects. His strong organizational skills, scheduling, documentation, and bookkeeping skills are complemented by his fluency and communication skills in both written and verbal Spanish and English. Mr. Aguilera's experience includes roadway construction, rehabilitation and maintenance using *slurry seal* and cape seal, concrete curb, gutter, sidewalk, driveways, retaining walls, sound walls, traffic signals, earthwork and grading, , water, sewer, force mains, landscape and irrigation, highway and bridge and residential/commercial developments projects.

#### Project Experience Includes:

**Residential & Bike Trail *Cape Seal*, City of Yorba Linda, CA:** Inspector for this cape seal program for 2010 and 2011. Responsibilities included quality assurance inspection, coordination of testing, public relations, quantity measurement and pay application certification and assistance with contract administration.

**Residential & Major Highway *Slurry Seal* and Remove & Replace Project Type I and Type II *Slurry Seal* and Striping Contract, City of Yorba Linda, CA:** Inspector for this slurry seal program for 2010 and 2011. Responsibilities included quality assurance inspection, coordination of testing, public relations, quantity measurement and pay application certification and assistance with contract administration.

**Various Projects including *Annual Slurry Seal* - City of Santa Fe Springs, CA:** Superintendent and Inspector for buildings and grounds, responsible for the management and inspection of the City's *annual slurry seal project for 15 years*, and new parks and recreation facilities. Responsibilities included the approval and release of various tasks and structures including traffic signals, landscape, plumbing, foundations, electrical, and sub-grades. Responsible for all record keeping and documentation of tasks in progress, completed tasks and future work. In addition, managed a 15-person maintenance crew.

**West Branch Greenway Landscaping, City of Bellflower, CA:** Project Inspector for this \$570,000 Civil and landscaping project that bisects the City diagonally starting at Lakewood Boulevard at the northwest following an abandoned railroad right of way southeasterly to the SR-91 through varying densities of residential, equestrian, park, retail, restaurant and commercial uses. The project is wholly-funded by a federal American Recovery and Reinvestment Act (ARRA) grant. The project successfully adhered to the reporting, labor compliance, and Buy America requirements of ARRA. The construction management processes and contract administration procedures closely adhered to Chapter 16 of the Caltrans Local Assistance Procedures Manual.

#### Project Experience

- *Slurry Seal Programs*
- **Roadways and Highways**
- **Bridges, Retaining Walls and Sound Walls**
- **Water, Sewer, Lift Stations, Force Mains, and Reservoirs**
- **Landscape and Irrigation**
- **ADA compliant C&G, Driveways**
- **Traffic Signals**
- **Parks**
- **Mass Grading and Precise Grading**
- **Residential and Commercial Development**

#### Education

Certification for Building and Safety, California State University, Northridge

Asphalt and Concrete Estimating Certification, Citrus College

Public Works Water Certification, Citrus College

Certification for Irrigation Installation, Cal Poly Pomona, Kellogg West

Senior Landscape Certificate for Design, Cal Poly Pomona, Kellogg West

#### Professional Registrations

C27 License

PEST Controller Advisor CA License

Certified Arborist, CA

#### Years of Experience



## Tony Plante

### Sr. Public Works Inspector

Tony Plante brings more than 30 years of experience in project management and inspection of public works construction and maintenance projects including roadway construction and rehabilitation, slurry seal, concrete sidewalks, curb and gutter, driveways and handicap ramps, utility coordination, and landscaping. Mr. Plante is particularly strong in contractor compliance with plans and specifications, administrative duties including the requirements for federally funded projects such as employee interviews, certified payroll compliance and managing the required documentation. Mr. Plante possesses interpersonal skills necessary in dealing with a variety of problems encountered in a Public Works environment. He has the ability to manage multiple tasks in a deadline driven environment. He is extremely detailed oriented and has excellent organizational and project management skills.

As an Inspector, Mr. Plante is responsible for inspecting new construction or repair work for roadway, bridges, railroads, signals, culverts, drainage, water, sewer, and dry utility systems

#### Relevant experience includes:

**Public Works Superintendent, City of Lake Forest, CA.** Mr. Plante was responsible for the planning, scheduling and management of the daily operations of the City's programs and services that provide maintenance, repair, construction and improvement of the City's infrastructure. This also included management of all City facilities; *arterial highway and residential street maintenance and repairs*, maintenance of 170 acres of parks and streetscapes, urban forest, storm drains, hardscape, traffic signs, City buildings, supervision and contract administration for road maintenance and operations, landscape maintenance, and graffiti abatement. He was responsible for budget expenditures in excess of \$2,000,000 annually for operations and maintenance and for the project management of over \$4,000,000 in Capital Improvement Projects for the 2003-2004 Fiscal Year, including the construction of the largest CA outdoor concrete skate park. Projects included:

- *Management and inspection of 10 annual slurry seal programs.*
- Supervision of storm drain, water, sewer construction, rehabilitation and repairs.
- Supervision of the construction of a Pedestrian Tunnel under live SCRRA tracks.
- Supervision of new roadways, highways, signals, hardscape, streetscapes and signage.

**Richvale Drive Resurfacing, County of Los Angeles, CA:** As Senior Public Works Inspector responsible for inspecting this \$1.2M Residential street repaving including Cold Milling, Asphalt Rubber Hot Mix overlay, Placement of Asphalt Rubber Aggregate Membrane, *Slurry Seal and ARAM*. Project responsibilities included resident notification, traffic control and street closure coordination, oversight of contractor paving operations, manhole adjustment, pavement legends and striping, installation of traffic detector loops, Employee Interviews and Best Management Practices.

#### Project Experience

Inspection responsibilities for the following agencies:

- County of Los Angeles
- City of Torrance
- City of La Mirada
- City of Fountain Valley
- City of Yorba Linda
- City of Huntington Beach
- City of Covina
- City of Lake Forest
- City of Temple City
- Charter Oak Unified School District

#### Education

Mount San Antonio College

#### Registration/Certification

Certified Arborist – WC1156,  
International Society of  
Arboriculture

Pest Control Advisor – 05265

Qualified Applicator – 31203,  
California Department of Agriculture

#### Years of Experience

Entered the profession in 1980

City of Torrance – Proposal for Inspection Services for FY 2009-11 Residential Slurry Seal, I-100 Project



**Firestone Blvd. between Knott Avenue and East of Phoebe Avenue, City of La Mirada, CA:** Senior Public Works Inspector, the project consisted of cold mill of existing AC pavement, construction of AC overlay, *slurry seal* and the associated striping. The project included construction over a live track/Union Pacific railroad crossing. Mr. Plante monitored the Contractor's activities and traffic control, produced daily reports, maintained a file of materials delivery tickets and verified pay quantities.

**Maintenance Superintendent, City of Temple City, CA:** Responsible for maintenance, construction and repair of City facilities including; parks, streetscapes, urban forests, parking facilities, traffic signs and City buildings. Other duties included supervision and contract administration for park, tree and landscape maintenance, graffiti abatement and fleet maintenance. *Managed 3 annual slurry seal programs utilizing LA County City Services.*

**Del Amo Boulevard Extension Project, T-30 – Phase 2, City of Torrance, CA.** Senior Inspector for the construction of a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widening of an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also includes a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison and ExxonMobil Oil for relocation of their utilities. The estimated construction cost is \$15M and is partially funded by the American Recovery and Reinvestment Act (ARRA), Regional Surface Transportation Program (RSTP) funds, as well as MTA and local funding sources.

**Yorba Linda Boulevard Street Rehabilitation, City of Yorba Linda, CA:** Construction Observer for the rehabilitation project consisting of the removal and replacement of existing handicap ramps, cold mill grinding, dig outs, AHRM overlay and restoration of traffic detector loops, signage and striping.

**Talbert Avenue and Brookhurst Street Rehabilitation and Resurfacing, City of Fountain Valley, CA.** Public Works Observer for the \$888,000 rehabilitation and resurfacing of Talbert Avenue from Magnolia Avenue to Newland Avenue and Brookhurst Street from Warner Avenue to Heil Avenue. The project included a full width cold milling operation on both of these major arterial streets, ARHM resurfacing, handicap ramp removal and replacement, installation and improvement of existing driveways, portions of sidewalk, curb and gutter. Due to the impact on public travel this project required considerable oversight of traffic control measures to minimize public inconvenience. Mr. Plante provided the Lead Inspector administrative assistance for Federal funding compliance. The administrative duties included the production of daily reports tracking the Contractor's manpower, equipment and hours; weekly statement of working days; keeping a record of quantities; employee interviews; review of progress payments to confirm billing quantities and review change orders to confirm work to be performed.

**Alicante Road Resurfacing from La Mirada Boulevard to Santa Gertrudes Avenue, City of La Mirada, CA:** Senior Public Works Inspector, the project consisted of removal of existing AC pavement and base in selected locations; cold mill existing AC pavement; construction of 6" of CMB base, PG 64-10 AC base course, ARHM overlay and PCC curb ramps, curb and gutter and sidewalk. Mr. Plante also inspected the associated striping and installation of signs. Mr. Plante monitored the Contractor's activities and traffic control, produced daily reports, maintained a file of materials delivery tickets and verified pay quantities.

City of Torrance – Proposal for Inspection Services for FY 2009-11 Residential Slurry Seal, I-100 Project



## References

(Al Aguilera)

Mr. Fredy Castillo

City of Yorba Linda

4845 Casa Loma Avenue

Yorba Linda, CA 92885

(714) 961-7170

Mr. Jerry Stock

City of Bellflower

16600 Civic Center Drive

Bellflower, CA 9706

(562) 804-1424

(Tony Plante)

Mr. Mark Lewis, City of Fountain Valley Director of Public Works/City Engineer

10200 Slater Ave

Fountain Valley, CA 92708

(714) 593-4400

Mr. Craig Bilezerian

City of Torrance

20500 Madrona Ave

Torrance, CA 90503

(310) 618-3054

City of Torrance – Proposal for Inspection Services for FY 2009-11 Residential Slurry Seal, I-100 Project



## Billing Rates:

Staff	Regular Time	Overtime Hourly Rates		
	Hourly Rate <sup>1</sup>	Mon – Fri <sup>2</sup>	Saturday <sup>3</sup>	Sunday/Holiday
Sr. Public Works Inspector ( <i>Non Prevailing Wage</i> )	\$ 73	\$ 88	\$ 88	\$ 107
Sr. Public Works Inspector ( <i>Prevailing Wage</i> )	\$ 85	\$ 88	\$ 88	\$ 109

<sup>1</sup> The above hourly rates include all items necessary to perform the proposed scope of work including: Non-prevailing wage salary payments and distribution of fringe benefits to inspection staff are NOT covered by the current Prevailing Wage Determination. The billing rates above include inspection documents, tools and equipment, a vehicle, and a cell phone. A 4 hour minimum callout applies.

<sup>2</sup> Rate applies to the first four hours of overtime during the week; all overtime in excess of four hours is paid at the Sunday/Holiday rate.

<sup>3</sup> Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

**Other Direct Costs:** Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, site facility hard phone line and/or internet service charges, non-commuter project miles and/or other travel expenses to remote fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus 5 percent to cover overhead and administration. Travel charges to a casting/ fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Non-commuting mileage required for travel on the project and to and from locations other than the project site are billed at the allowable IRS mileage reimbursement rate (currently \$0.55 per mile).

**Fees for expert witness services:** Charged at \$300.00 per hour with a 4-hour minimum per day.

**Fees for subconsultant services:** Billed at actual cost plus 5 percent to cover overhead and administration.

**Payment Terms:** A late payment finance charge at a rate of 12 percent per annum will be applied to any unpaid balance commencing 30 days after the date of original invoice. This rate schedule is effective through December 31, 2012. Should the Contract duration be extended beyond October 31, 2012, rate will be subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business, as mutually agreeable to the parties and approved via Contract amendment prior to implementing higher rates.

**Exclusions to Scope & Fee:** The following items are specifically excluded:

- Legal advice
- Design engineering
- Temporary field office facilities, equipment, furniture, utilities and/or services
- Building Code Inspection, Soils and/or materials deputy inspection and/or testing
- Specialized Software (other than MS Office Suite) & MS Project
- Additional services not specifically called for in the proposal

## FY2009-11 RESIDENTIAL SLURRY SEAL, I-100

### COMPENSATION SCHEDULE for ANDERSON PENNA - INSPECTION SERVICES

Title/Description of Services	Rate	Hours	Total
Inspector: Attend pre-construction meeting	\$ 85.00	6	\$ 510.00
Inspector: Full-time construction inspection for 60 working days @ 8hrs/day	\$ 85.00	480	\$ 40,800.00
Inspector: anticipated overtime hours	\$ 88.00	30	\$ 2,640.00
<b>TOTAL OF AGREEMENT:</b>			<b>\$ 43,950.00</b>

All hours are estimated by the City. Vendor will be paid only for actual hours worked; however, the total amount to be paid will not exceed the "Total of Agreement", unless otherwise authorized.

**NOTE: THIS DOCUMENT WAS PREPARED BY THE PUBLIC WORKS DEPARTMENT AND SUPPLEMENTS THE FEE SCHEDULE INCLUDED IN THE VENDOR'S PROPOSAL.**