

Council Meeting of
October 16, 2012

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

Members of the Council:

SUBJECT: Approve an agreement for sport court resurfacing services at various City parks. Expenditure: \$60,000.

RECOMMENDATION

Recommendation of the Community Services Director that the City Council approve an agreement in the amount of \$60,000 with Taylor Tennis Courts Inc. of Anaheim, California for sport court resurfacing services at various City parks.

Funding

Funding for the project is available in the FEAP 772.

BACKGROUND

The basketball and tennis courts are popular amenities in our City parks. While our basketball courts are drop in play, tennis courts provide both drop in play and fee based tennis instruction. Since most courts are night-lit, this provides recreational opportunities until 10 pm when our parks close. To maintain a safe level of play, the courts need to be resurfaced every 3-7 years depending on usage. The City Council created FEAP 772 (Sport Court Resurfacing) to mitigate the impact of resurfacing on the operational budgets of the Park Services and Recreation Services Divisions.

In order to procure sport court resurfacing services at various City parks, the Park Services Division worked with the Purchasing Division to develop and implement a Request for Proposal (RFP B2012-25). The Park Services Division hosted a mandatory pre-proposal conference at which eight potential vendors reviewed the specifications and conducted job walks at Wilson and Torrance Parks to understand the project scope. The Park Services Division also issued Addendum One to the RFP that clarified technical aspects of the court leveling process.

The three companies that submitted proposals for consideration:

Vendor	City	Proposal Amount
Taylor Tennis Courts Inc.	Anaheim, CA	\$77,685
California Surfacing	Claremont, CA	\$89,200
Willkom Construction	Spring Valley, CA	\$192,400

ANALYSIS

Since funding was limited in FEAP 772 to \$60,000, the RFP was designed to allow the City to choose a contractor that would provide the most service for that funding amount even though the proposals might come in higher than the available funding. In the RFP, the parks (both basketball and tennis courts) were ranked by priority of need based on safety of play. The companies responded with a per park price based on this priority. Park Services then rated the proposals by adding up the per park price until \$60,000 was achieved giving a specific number of parks to be serviced. This number was compared across all three companies to see which company would provide the most service for the best price.

Given the funding, Park Services did not expect all the basketball and tennis courts in the City to be serviced under this proposal, and in fact all three proposals came in higher than the allocated funding. However, Taylor Tennis Courts Inc. was ranked as the company who would provide the most service for the lowest price. Based on their proposal, Taylor Tennis Courts Inc. would be able to provide resurfacing services on 15½ courts (approximately 75%) out of the 20½ courts in our parks as opposed to the next lowest proposal, California Surfacing, who could provide service for 13½ courts.

Recreation Services Division staff in charge of the City's tennis courts have used Taylor Tennis Courts Inc. in the past and are confident that this firm will provide quality service on this project. It is being requested that City Council approve a contract for service with Taylor Tennis Courts Inc. for an amount not to exceed \$60,000.

Respectfully submitted,



 JOHN JONES
 Community Services Director

CONCUR:


 LeROY J. JACKSON
 City Manager

Attachment: A) Agreement with Taylor Tennis Courts Inc.

ATTACHMENT A**CONTRACT SERVICES AGREEMENT**

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of October 1, 2012 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Taylor Tennis Courts, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide sport court repair and resurfacing at various city parks.
- B. CONTRACTOR represents that it is qualified to perform those services.

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

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

2. TERM

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

3. COMPENSATION**A. CONTRACTOR's Fee.**

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, 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 \$60,000 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

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

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

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

7. CITY REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

David Taylor

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of 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 CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

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

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

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

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

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	Taylor Tennis Courts, Inc. 1250 N. La Loma Circle Anahiem, CA 92806 (714) 632-3883 Fax: (714) 632-5112
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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 CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this

Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE
a municipal corporation

Taylor Tennis Courts, Inc.
A California corporation

Frank Scotto, Mayor

By: _____
David Taylor
Secretary

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A
SCOPE OF SERVICES

RFP No. B2012-25

RFP to Provide Sports Court Resurfacing at Various City Parks

SECTION III PROPOSAL SUBMITTAL

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

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Taylor Tennis Courts, Inc.
Name of Company

1250 N. La Loma Circle
Address

Anaheim, CA. 92806
City/State/Zip Code

714)632-3883 FX: 714)632-5112
Telephone Number/Fax Number

David Taylor - Secretary
Printed Name/Title


Signature

Date

Contact for Additional Information:

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

David Taylor
Name

Sec.
Title

714)632-3883 FX: 714)632-5112
Telephone Number/Fax Number

Form of Business Organization: Please indicate the following (check one);Corporation Partnership Sole Proprietorship Other: _____How long have you been in business under your current name and form of business organization? 33 Years

If less than three (3) years and your company was in business under a different name, what was that name?

Vendor Name: Taylor Tennis Courts, Inc.¹⁵

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. 1 Date Received: 8-16-12
Addendum No. Date Received:
Addendum No. Date Received:
Addendum No. Date Received:

 No Addenda received regarding this RFP.

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

Do you offer any discounted invoice terms? NO

References:

Please supply the names of companies/agencies for which you recently (within the last 3 years) supplied comparable services as requested in this RFP. You must list at least ten (10)

Jack Kramer Club 11 Montecillo P.V. Bruce Osterman 310) 326-4404 x5
Name of Company/Agency Address Person to contact/Telephone No.

Anaheim Unified Sch Dist. 501 Crescent Wy Anah. Ralph Figueroa 714) 999-5456
Name of Company/Agency Address Person to contact/Telephone No.

Environmental Const. 21550 Oxnard St. Wood Hills Ram Mohseni 818) 449-8920
Name of Company/Agency Address Person to contact/Telephone No.

Arrowhead Country Club 250 Golf Course Rd. Arrowhead Don Lineberger 909) 337-6811
Name of Company/Agency Address Person to contact/Telephone No.

Chapman University 625 W. Palm Orange Lody Reygers 714) 997-6555
Name of Company/Agency Address Person to contact/Telephone No.

L.A. Unified Sch Dist 312 N. Gate St. LA Rick Earley 213) 346-2179
Name of Company/Agency Address Person to contact/Telephone No.

ICON Construction 1814 Commercenter West. A. Tony Nissan 909) 890-2550
Name of Company/Agency Address Person to contact/Telephone No.

City of Laguna Niguel 27801 La Paz Rd. Lag. Nig. Jerry Sollom 949) 362-4300
Name of Company/Agency Address Person to contact/Telephone No.

City of Manhattan Bch. 1400 Highland Ave M.B. John Anderson 310) 802-5569
Name of Company/Agency Address Person to contact/Telephone No.

City of Torrance 3031 Torr. Blvd. Carl Kaemerle 310) 781-5990 Las Camchas Tennis Center
Name of Company/Agency Address Person to contact/Telephone No.

→ Back as far as 1995 w/ Bill Johnson & Sally Howard, Mike Wilson

Vendor Name: Taylor Tennis Courts.

RFP Submittal Requirement and Acknowledgement

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different then what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number of your attachment in the space below.
Torrance Park	✓		
Wilson Park	✓		
Guenser Park	✓		
Victor Park	✓		
Hickory Park	✓		
Walteria Park	✓		
La Romeria Park	✓		
El Nido Park	✓		
La Carretera Park	✓		
Greenwood Park	✓		
Entradero Park	✓		
De Portola Park	✓		
Pueblo Park	✓		
Walteria Park	✓		
La Romeria Park	✓		
Sunnyglen Park	✓		
Paradise Park	✓		
Delthorne Park	✓		

Vendor Name: Taylor Tennis Courts¹⁷.

Proposal Submittal		Proposal Price
Price to provide all labor and materials to repair and resurface the sports courts as specified in this RFP		
Torrance Park		\$ 5,600.-
Wilson Park		\$ 12,500.-
Guenser Park		\$ 3,600.-
Victor Park		\$ 2,350.-
Hickory Park		\$ 3,700.-
Walteria Park	Tennis	\$ 3,700.-
La Romeria Park	Tennis	\$ 3,600.-
El Nido Park		\$ 3,600.-
La Carretera Park		\$ 3,700.-
Greenwood Park		\$ 4,200.-
Entradero Park		\$ 3,800.-
De Portola Park		\$ 3,960.-
Pueblo Park		\$ 3,500.-
Walteria Park	B. Ball	\$ 3,700.-
La Romeria Park	B. Ball	\$ 3,800.-
Sunnyglen Park		\$ 4,400.-
Paradise Park	West Tennis Ct.	\$ 4,100.-
Delthorne Park		\$ 3,875.-
Total Price for all courts		\$ 77,685.-

Taylor
57810
to Pueblo

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

COUNTY OF LOS ANGELES

David Taylor being first duly sworn deposes and says:

1. That he/she is the Secretary of Taylor Tennis Courts, Inc.
 (Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

Sports court repair & resurfacing Services at Various Parks
 (Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;
3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 21 day of August, 2012.

[Signature]
 (Proposer Signature)

Secretary
 (Title)


Request for Proposals (RFP)

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

RFP No. B2012-25
RFP to Provide Sports Court Repair & Resurfacing Services at Various City Parks

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted.

Location: Office of the City Clerk

3031 Torrance Blvd.

Torrance, CA 90503

Date: Thursday, August 23, 2012

Time Deadline: **2:00 P.M.**

Proposals will be opened at 2:15 PM in the Council Chambers.

An original plus two (2) printed copies in a sealed envelope and marked with the RFP number and title must be submitted by the deadline. Your submittal must include the following:

- Vendor's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Vendors Affidavit (Attachment 1)

Prior to the award of a Contract the following is to be submitted to the Park Services Division:

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

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective proposers.

The pre-proposal conference will start promptly at the time and location listed below.

Location: City of Torrance City Services Facilities (City Yard)

Parks Services Division Conference Room

20500 Madrona Ave.

Torrance, CA 90503

Date: Monday, August 6, 2012

Time: 8:00 a.m.

Questions Regarding this RFP Should be Directed to:

Kim Hornbeck
Park Services Supervisor
(310) 781-6913

RFP No. B2012-25

RFP to Provide Sports Court Repair & Resurfacing Services at Various City Parks

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on Thursday, August 23, 2012, and will be opened publicly at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for to Provide Sports Court Repair & Resurfacing at Various City Parks RFP B 2012- 25

Background:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City is one of the top ten cities in Los Angeles County in regard to population as it has an estimated population of 149,111. The City of Torrance encompasses an area of approximately 21 square miles.

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for to Provide Sports Court Repair & Resurfacing at Various City Parks RFP B 2012- 25 and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Mandatory Pre-Proposal Conference:

Vendors intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Vendors submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. No make-up walk-through will be scheduled and vendors may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

Reservation:

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

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

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

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

Affidavit:

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

Standards for Evaluation:

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

The City is asking for pricing to repair & resurface sports courts located at various parks within the City of Torrance. While the City would like to repair & resurface all of these locations, it may be impossible to do so with the available funding allocated to this project. The City will award to the vendor with the proposal that allows the City to have the most locations as possible repaired and resurfaced.. Vendors are encouraged to submit their best pricing for each of the locations listed in this request for proposal. For ease of coordination, the City will award to one vendor only.

<i>Evaluation Example None of the dollars listed here are actual. They are only stated to demonstrate how the City will evaluate the pricing associated with this RFP</i>				
Sports Court Location	Vendor A Price Proposal	Vendor B Price Proposal	Vendor C Price Proposal	Vendor D Price Proposal
Park #1	\$12,000	\$9,000	\$9,500	\$10,000
Park #2	\$3,000	\$7,000	\$7,500	\$8,000
Park #3	\$3,000	\$7,050	\$7,000	\$6,500
Park #4	\$5,000	\$4,500	\$4,500	\$4,500
Park #5	\$7,000	\$7,000	\$6,500	\$6,750
Park #6	\$12,000	\$6,000	\$9,500	\$9,650
Total for all 6 locations	\$42,000	\$41,000	\$44,500	\$45,540
Without taking into consideration the funding allocated for this project, the apparent low proposal would be Vendor B in the amount of \$41,000 that include 6 locations				
If as an example, the City had \$18,000 allocated to this project, then the apparent low proposal would be Vendor A as the City would be able to have 4 locations repaired and resurfaces for the \$18,000 allocated to this project. All the other proposals would allow for 3 locations for the same \$18,000 allocation.				

Errors and Omissions:

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

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment A), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

Payments:

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

Proposers Examination of Requirements:

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

RFP No. B2012-25

RFP to Provide Sports Court Repair & Resurfacing Services at Various City Parks

SECTION II TECHNICAL REQUIREMENTS
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Introduction:

The City of Torrance Community Services Department, Parks Services Division is requesting proposals from qualified vendors to provide repair and resurfacing services of up to 20 ½ (Tennis and Basketball) courts located within 18 separate City park locations.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposals must be based upon using Plexipave products. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

Scope of Work:

The awarded vendor must furnish all materials, equipment, tools, labor and incidentals to perform the work described in this RFP.

1. Grind white lines as needed and any high spots and peeling areas.
2. High pressure wash all courts with 3,000 PSI to remove dirt, debris, blistering and loose surface coatings.
3. Caulk as needed. Caulking for expansion joints must be Sika Flex 2 CSL.
4. All major cracks must be cleaned, tack coated and hand filled with Plexipave's court patch binder and the cracks ground level.
5. All imperfections such as spalls, pop-outs, broken areas and chipping must be repaired utilizing methods and products approved by the City.
6. Fill all low spots greater than 1/16" depth with Plexipave leveling compound and grind all high spots.
7. Apply one coat of Plexibond primer to all bare and repaired areas or as needed.
8. Apply one filler coat of Plexipave special acrylic resurfacer with #60 silica sand.
9. Surface courts by using the two coat Plexipave acrylic color system, first coat with #60 grit silica, final coat with Fortified Plexipave.
10. Court colors to be same as existing.
11. Pre-coat and stripe lines with Plexipave Textured Hi Hide White Line Paint.
12. Paint and stripe courts to match existing.
13. Courts to be of medium speed.
14. Upon completion each day at the work site, the vendor must remove all containers, debris, etc. The site is to be left clean and orderly and in a condition acceptable to the City.

15. The vendor is responsible to secure the court as directed by the City to prevent vandalism.

16. In support of this project, the City will; provide access to courts, supply water for construction purposes and will turn off all sprinklers while work is in progress and 24 hours after completion of the work.

Work Plan:

Prior to the beginning of the work, the awarded vendor must provide the City a schedule and work plan for approval.

Park Locations:

Park Address	Number of Courts	Type of Court Requiring Repair and Resurfacing
Torrance Park 2001 Santa Fe Avenue	1 ½	Basketball
Wilson Park 2200 Crenshaw Blvd	3	Basketball
Guenser Park 17800 Gramercy Place	1	Basketball
Victor Park 4727 Emerald Street	½	Basketball
Hickory Park 2850 232 nd Street	1	Tennis
Walteria Park 3855 242 nd Street	1	Basketball
La Romeria Park 19501 Inglewood Ave	1 ½	Basketball
El Nido Park 18301 Kingsdale Ave	1	Basketball
La Carretera Park 2040 186 th Street	1	Basketball
Greenwood Park 1520 Greenwood Ave	1	Basketball
Entradero Park 5500 Towers Street	1	Basketball
De Portola Park 25615 Lazy Meadow Dr	1	Basketball
Pueblo Park 2252 Del Amo Blvd	1	Basketball
Walteria Park 3855 242 nd Street	1	Tennis
La Romeria Park 19501 Inglewood Ave	1	Tennis
Sunnyglen Park 5525 Del Amo Blvd	Two ½ courts	Basketball
Paradise Park 5006 Lee Street	1	Tennis
Delthorne Park 3401 Spencer Street	1	Basketball

RFP No. B2012-25

RFP to Provide Sports Court Resurfacing at Various City Parks

SECTION III PROPOSAL SUBMITTAL

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

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Address

City/State/Zip Code

Telephone Number/Fax Number

Printed Name/Title

Signature

Date

Contact for Additional Information:

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

Name

Title

Telephone Number/Fax Number

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

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

How long have you been in business under your current name and form of business organization? ____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the services you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different than what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number of your attachment in the space below.
Torrance Park			
Wilson Park			
Guenser Park			
Victor Park			
Hickory Park			
Walteria Park			
La Romeria Park			
El Nido Park			
La Carretera Park			
Greenwood Park			
Entradero Park			
De Portola Park			
Pueblo Park			
Walteria Park			
La Romeria Park			
Sunnyglen Park			
Paradise Park			
Delthorne Park			

Vendor Name: _____

Proposal Submittal	
Price to provide all labor and materials to repair and resurface the sports courts as specified in this RFP:	Proposal Price
Torrance Park	\$
Wilson Park	\$
Guenser Park	\$
Victor Park	\$
Hickory Park	\$
Walteria Park	\$
La Romeria Park	\$
El Nido Park	\$
La Carretera Park	\$
Greenwood Park	\$
Entradero Park	\$
De Portola Park	\$
Pueblo Park	\$
Walteria Park	\$
La Romeria Park	\$
Sunnyglen Park	\$
Paradise Park	\$
Delthorne Park	\$
Total Price for all courts	\$

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

PROPOSER'S AFFIDAVIT

_____ being first duly sworn deposes and says:

1. That he/she is the _____ of _____
(Title of Office) (Name of Company)

Hereinafter called "proposer", who has submitted to the City of Torrance a proposal for

(Title of RFP)

- 2. That the proposal is genuine; that all statements of fact in the proposal are true;
- 3. That the proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Proposer did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham proposal, to refrain from proposing, or to withdraw his proposal, to raise or fix the proposal price of the Proposer or of anyone else, or to raise or fix any overhead, profit or cost element of the Proposer's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Proposer, or anyone else interested in the proposed contract;
- 5. That the Proposer has not in any other manner sought by collusion to secure for itself an advantage over the other Proposer or to induce action prejudicial to the interests of the City of Torrance, or of any other Proposer or of anyone else interested in the proposed contract;
- 6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;
- 7. That the Proposer did not, directly or indirectly, submit the Proposer's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Proposer in its business.
- 8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this ____ day of _____, 20_____.

(Proposer Signature)

(Title)

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of Date (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Contractor Name, type of entity ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to insert brief description of services.
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

- A. CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- B. CONTRACTOR warrants that all of its vehicles that will be used in the performance of this Agreement are in compliance and will remain so for the duration of this Agreement, with all California Highway Patrol Bi-annual Inspection of Terminals ("BIT") requirements.

2. TERM

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

3. COMPENSATION

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, 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 \$insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business

integrity or business honor which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. CITY REPRESENTATIVE

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

8. CONTRACTOR REPRESENTATIVE(S)

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

Representative 1
Representative 2

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may

be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of 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 CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- a. Primary Bodily Injury with limits of at least \$500,000 per person, \$500,000 per occurrence; and
- b. Primary Property Damage of at least \$250,000 per occurrence; or
- c. Combined single limits of \$1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY ("City of Torrance"), the Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that affects 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 Contractor's Name and Address

Fax: Insert Fax Number

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

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE
a Municipal Corporation

Firm Name
Type of Entity

Frank Scotto, Mayor

By: _____
Signer

ATTEST:

Sue Herbers
City Clerk

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

By:

Attachments: Exhibit A Sco, of Services
Exhibit B Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES

[To be attached]

EXHIBIT B
COMPENSATION SCHEDULE

[To be attached]



Request for Proposals (RFP)

Addendum #1

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

RFP No. B2012-25

RFP to Provide Sports Court Repair & Resurfacing Services at Various City Parks

Vendor must acknowledge receipt of this addendum by indicating so on page 8 of you proposal submittal.

The Proposal Submittal Deadline Has Not Changed

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted.

Location: Office of the City Clerk

3031 Torrance Blvd.

Torrance, CA 90503

Date: Thursday, August 23, 2012

Time Deadline: **2:00 P.M.**

Attached you will find a list of the vendors that attended the Pre-Proposal Meeting. The questions listed below were asked of the City at the pre-proposal meeting held on Monday, August 6, 2012. The answers are as follows:

Page Reference	Original Language or Question	Replaced Language/City Response
5	#6 - Fill all low spots greater than 1/16" depth with Plexipave leveling compound and grind all high spots.	#6 - Fill all low spots greater than 1/4" depth with Plexipave leveling compound and grind all high spots.
6	Paradise Park 5006 Lee Street 1 Tennis Court	Paradise Park 5006 Lee Street 1 Tennis Court (Only the West court is to be resurfaced)
6	Will the City secure the area from public use?	Add: <ul style="list-style-type: none"> The City will provide temporary fencing around each court being serviced to keep the public from accessing the area. Awarded Contractor must provide a work schedule for each site to the City. The City will use this schedule to plan for the placement of temporary fencing as necessary. The Contractor is responsible to secure all supplies and equipment each night and to maintain a clean and safe worksite at the completion of each days work.

By Order Of,

Felice N. Greenberg
Purchasing Manager

The following individuals / vendors attended the mandatory pre-proposal meeting held Monday, August 6, 2012	
Vendor Name	Contact Name
California Surfacing Company	Larry Taylor
Enterprise Construction, Inc.	Lobat Ghaemi
Green Giant Landscape Inc.	Don Henderson
Malibu Pacific Tennis Courts Inc.	Paul Geyer
Minco Construction	Raffi Thomassian/Peter Saad
J. RDMMAC Inc.	Javier Cardenas
Taylor Tennis Courts Inc.	Dave Taylor
Willkom Construction	Shirley Hernandez

EXHIBIT B
COMPENSATION SCHEDULE



September 12, 2012

PARK SITES AND NUMBER OF COURTS		AMOUNT
Torrance Park	1 ½ Basketball	5,600.00
Wilson Park	3 Basketball	12,500.00
Guenser Park	1 Basketball	3,600.00
Victor Park	½ Basketball	2,350.00
Hickory Park	1 Tennis	3,700.00
Walteria Park	1 Tennis	3,700.00
La Romeria Pk	1 Tennis	3,600.00
El Nido Park	1 Basketball	3,600.00
La Carretera Pk	1 Basketball	3,700.00
Greenwood Pk	1 Basketball	4,200.00
Entradero Pk	1 Basketball	3,800.00
De Portola Pk	1 Basketball	3,960.00
Pueblo Park	1 Basketball	3,500.00
Walteria Park	1 Basketball	2,190.00
TOTAL AMOUNT		60,000.00

1250 N. La Loma Circle, Anaheim CA. 92806 Ph: (714)632-3883 Fx: (714) 632-5112
 31441 Santa Margarita Pkwy. Ste. A-158 Rancho Santa Margarita, CA. 92688
 Ph: (949) 858-3147 Fx: (949) 713-7878