Council Meeting of
November 6, 2012

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

Members of Council:

SUBJECT: Public Works – Authorize an appropriation and approve an agreement amendment for the Hawthorne Boulevard and Skypark Drive Intersection Improvements Project, IAP T 112. Expenditure: $33,797.82

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Authorize an appropriation of $33,797.82 from the Developer Deposited Funds to complete the Intersection Improvements at Hawthorne Boulevard and Skypark Drive IAP T 112;
2. Approve an amendment to the Public Works Agreement with E.C. Construction Company (C2011-218) for two change orders in the amount of $24,277.82 to pay for additional construction services performed at the intersection; and
3. Approve additional $9,520 expenditures for project administration and inspection.

Funding

Funding for this work is available from Developer Deposited Funds.

BACKGROUND/ ANALYSIS

The Lowe's Home Improvement Store, located on Skypark Drive adjacent to the airport, was approved at the March 8, 2005 City Council meeting. A traffic mitigation plan was required to minimize impacts to the local roadway segments. A dual southbound left-turn lane along Hawthorne Boulevard onto eastbound Skypark Drive was part of the mitigation plan. Plans were developed and funds collected to implement the improvements.

On November 15, 2011, Your Honorable Body awarded a public works agreement to E.C. Construction Company to perform the intersection improvements at Hawthorne Boulevard and Skypark Drive. This project was designed to provide one additional southbound left-turn lane for Hawthorne Boulevard (State Route 107) at Skypark Drive, making it a dual left-turn. The project will improve the operation of the intersection and reduce the left-turn queuing, which had been blocking the southbound through lanes during the peak hours.

Improvements included removing the raised median on the north leg to accommodate the additional southbound left-turn lane, removing and reconstructing curb ramps, one new curb ramp with median/island pathway on the south leg as a result of the relocation of the crosswalk to the south leg of the intersection due to the removal of the island refuge area on the north leg,

modifying signals and pavements delineation, and performing associated traffic control activities along Route 107 (Hawthorne Boulevard) at Skypark Drive.

Additional costs were incurred during the construction of the project when Caltrans, with Hawthorne being a State Route, required additional modifications. The additional improvements requested are still within the original budget deposited by the developer for the implementation of intersection improvements.

An Amendment has been included for Change Order #3 and Change Order #4, in the amount of $24,277.82, to pay for additional construction services performed at the intersection.

Change Order #3 with a net value of $3,228.94 was a result of a gas main that was more shallow than indicated on the plan, as well as quantity adjustments based on modifications requested by Caltrans. A slurry backfill was installed in lieu of the aggregate base due to the concern with compacting over the shallow line. Adjustments were also made for asphalt and concrete quantities based on actual construction.

Change Order #4 with a net value of $22,943 was a result of remobilization for additional work and materials required to construct ramps at the northwest and southwest corners and striping modifications. Concrete repair work was also required at the southeast corner to accommodate a relocated pedestrian push button.

The total amount of Change Orders #3 and 4 is $26,171.94. Because a portion of Change Order #3 was paid through the project contingency ($1,894.12), the amount requested to be added to the contract is reduced to $24,277.82. With the approval of this amendment, the total expenditure for the construction contract will increase from $151,853.42 to $176,131.24. The money is available now from the Developer Deposited Funds.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By Ted Semaan
Engineering Manager

CONCUR:

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachments: A. Amendment to Public Works Agreement C2011-218
B. Public Works Agreement C2011-218

ATTACHMENT A

AMENDMENT TO PUBLIC WORKS AGREEMENT

This Amendment to Agreement is made and entered into as of _____, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and E.C. Construction Company a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on November 15, 2012 whereby CONTRACTOR agreed to provide service to improve the Intersection at Hawthorne Boulevard and Skypark Drive.

B. The CITY wishes to increase the original contract amount by an additional $24,277.82 to the Agreement for a new not-to-exceed amount of $168,900.12.

AGREEMENT:

1. Paragraph 3. COMPENSATION is amended to read in its entirety as follows:

2. Paragraph 3A entitled CONTRACTOR's Fee is amended to read in its entirety as follows:

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 contemplated by this Agreement, exceed the sum of $168,900.12 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Agreement dated as of November 15, 2012, between CITY and CONTRACTOR is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE,
a municipal corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

E.C. CONSTRUCTION COMPANY,
a California corporation

By: _____
John K. Walters
Vice President

APPROVED AS TO FORM:

John L. FELLOWS III
City Attorney

By:_____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of November 15, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and E.C. Construction Co., a California corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to improve the Intersection at Hawthorne Boulevard and Skypark Drive;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the Intersection Improvements at Hawthorne Boulevard and Skypark Drive, B2011-39 (the "NIB"); and

C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years 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 $144,622.30 ("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.

C2011-218

COPY

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:

John K. Walters, Vice President

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

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

   a. Combined single limits of $2,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least $3,000,000 per occurrence, with an annual aggregate of no less than $5,000,000.

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

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

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

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

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

F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

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

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

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

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

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

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

CONTRACTOR:	E.C. Construction Co. 2213 Chico Ave. So. El Monte, CA 91733 Fax: 626-444-3077
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

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

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

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

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

CITY OF TORRANCE,

Frank Scotto, Mayor

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Patrick Q. Sullivan
Assistant City Attorney

Attachments: Exhibit A: Bid

E.C. Construction Co., a California corporation

By: _____
John K. Walters, Vice President

EXHIBIT A

Bid

[To be attached

Intersection Improvements at
Hawthorne Boulevard and Skypark Drive
B2011-39

ITEM NO.	ITEM DESCRIPTION	SPEC	QT	UNIT OF MEASURE	UNIT PRICE	TOTAL BID
	SECTION 1 GENERAL REQUIREMENTS					
1	TRAFFIC CONTROL		1	LS	$ 8,000.00	$ 8,000.00
2	REMOVE CONCRETE CURB AND GUTTER		610	LF	$ 10.00	$ 6,100.00
3	2" AC-RUBBERIZED ASPHALT TYPE D		49	TON	$ 90.00	$ 4,410.00
4	13" ASPHALT CONCRETE -- TYPE B		317	TON	$ 81.90	$ 25,962.30
5	4" AGGREGATE BASE		47	CY	$ 90.00	$ 4,230.00
6	CONSTRUCT TYPE B-2 CURB AND GUTTER MODIFIED TO MATCH EXISTING AND 6" SIDEWALK IN KIND		30	LF	$ 50.00	$ 1,500.00
7	REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE B PER CALTRANS STANDARD NO. A88A (SOUTHWEST CORNER)		55	SF	$ 28.00	$ 1,540.00
8	REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP PASSAGEWAY TYPE A PER CALTRANS STANDARD NO. A88B (CENTER MEDIAN SOUTH)		35	SF	$ 28.00	$ 980.00
9	REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP CASE B PER CALTRANS STANDARD NO. A88A. REPAIR SIDEWALK AS NEEDED (NORTHEAST AND NORTHWEST CORNERS)		120	SF	$ 28.00	$ 3,360.00
10	REMOVE EXISTING IMPROVEMENTS AND CONSTRUCT CURB RAMP TYPE C PER CALTRANS STANDARD NO. A88B REPAIR SIDEWALK AS NEEDED (SOUTHEAST CORNER)		85	SF	$ 28.00	$ 2,380.00
11	CONSTRUCT 4" PCC SIDEWALK		120	SF	$ 8.00	$ 960.00
12	TRAFFIC SIGNAL AND LIGHTING		1	LS	$ 68,000.-	$ 68,000.00
13	SIGNING AND STRIPING (THERMOPLASTIC)		1	LS	$ 17,200.-	$ 17,200.00

---END OF BID SCHEDULE---
B2011-39

BIDDER'S PROPOSAL (Continued), B2011-39

TOTAL BID PRICE $ 144,622.30
(Figures)*

TOTAL BID PRICE: ONE HUNDRED FORTY FOUR THOUSAND, SIX
(Words)*

HUNDRED TWENTY TWO DOLLARS AND THIRTY CENTS.

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

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

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

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

Contractor: E.C. CONSTRUCTION CO.

Date: 10/13/11 By: [signature]

Contractor's State License No. 366814 Class A

Address: 2213 CHICO AVE SO EL MONTE, CA 91733

Phone: 626 444 9596

Fax: 626 444 3077

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-39

The Bidder shall acknowledge the receipt of 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 ____

Addendum No. 6 ____

Addendum No. 7 ____

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.

E.C. Construction Co.
Bidder's Name (Printed)

Bidder's Signature

10/13/11
Date

CONTRACTOR'S AFFIDAVIT – B2011-39

STATE OF CALIFORNIA }
}
COUNTY OF LOS ANGELES}

John K. Walters, being first duly sworn, deposes and says:

1. That he is the Vice President
Title

of E. C. CONSTRUCTION CO.
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Intersection Improvements at Hawthorne Boulevard and Skypark Drive, **B2011-39**;

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)

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.

John K. Walter

Dated this 13th day of October, 2011.

AND PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE.

Subscribed and Sworn to before me this 13th day of October, 2011.

John K. Walter
(Contractor)

Vice President
(Title)

Catherine M. Baird
Notary Public in and for said County and State.
(Seal)

ESI1 CATHERINE M. BAIRD COMM. #1920500 Notary Public-California LOS ANGELES COUNTY My Comm. Exp. Feb 1, 2015 ESI1

LIST OF SUBCONTRACTORS
B2011-39

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

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

Name Under Which Subcontractor is Licensed: ORANGE COUNTY STRIPING SERVICE

Subcontractor's Address: 183 N. PIXLEY ST. ORANGE, CA 92868

Specific Description of Sub-Contract: STRIPING & SIGNING

License Number: 346095 CA License Classification/Type: C-32

Name Under Which Subcontractor is Licensed: MSL ELECTRIC

Subcontractor's Address: 4580 E. EISENHOWER CIRCLE ANAHEIM, CA

Specific Description of Sub-Contract: TRAFFIC SIGNAL & LIGHTING

License Number: 822450 CA License Classification/Type: C10

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

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

REFERENCES (PAGE 1 OF 2)
B2011-39

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

1. Name (Firm/Agency): C/o San Marino
   Address: 1100 Huntington Dr.
   Contact Person: Carlos Alvarado Telephone No.: 626 960 1889
   Title of Project: Various Street Rehab
   Project Location: Various Streets
   Date of Completion: 8/11 Contract Amount: $ 400,000.-

2. Name (Firm/Agency): C/o Monrovia
   Address: 605 S. Mountain Ave
   Contact Person: Jun Cervantes Telephone No.: 626 256 8299
   Title of Project: Huntington Dr. Resurfacing Project
   Project Location: Huntington Dr & Duarte Rd.
   Date of Completion: 6/11 Contract Amount: $ 1,500,000.-

3. Name (Firm/Agency): C/o So El Monte
   Address: 618 Santa Anita Ave.
   Contact Person: Bruno Calla Telephone No.: 626 579 6540
   Title of Project: Mary Van Hyke Park
   Project Location: 600 S. Central Ave.
   Date of Completion: 10/11 Contract Amount: $ 1,000,000.-

4. Name (Firm/Agency): C/o Bell
   Address: 1010 Pine Ave.
   Contact Person: Carlos Alvarado Telephone No.: 626 960 1889
   Title of Project: Alamo Ave. Reconst.
   Project Location: Alamo Ave.
   Date of Completion: 4/11 Contract Amount: $ 380,000.-

REFERENCES (Continued) Page 2 of 2

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
STREET RECONSTRUCTION 2,000,000	C/O PASADENA	7/2010
STREET RECONSTRUCTION 3,000,000.-	C/O PASADENA	10/2011
STREET RECONSTRUCTION 1,500,000.	C/O GLENDALE	8/2011
STREET RECONSTRUCTION 600,000.-	C/O SAN MARINO	8/2010
STREET RECONSTRUCTION 700,000.-	C/O POMONA	7/2010

Contractor's License No.: 366814 Class: A

a. Date first obtained: 4/1978 Expiration 11/12

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)
KENNETH D. WATTERS	PRESIDENT	
JOHN K. WATTERS	VICE PRESIDENT	

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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

   Yes/No: _____ Federal/State: _____

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

   _____

   _____

   _____

   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: _____ Code/Laws: _____ Section/Article: _____

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

   _____

   _____

   _____

DISQUALIFICATION OR DEBARMENT

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

Date: _____ Entity: _____

Location: _____

Reason: _____

_____

_____

_____

_____

Provide Status and any Supplemental Statement: _____

_____

_____

_____

_____

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

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: October 10, 2011
TO

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF

INTERSECTION IMPROVEMENTS AT HAWTHORNE BOULEVARD AND SKYPARK DRIVE

B2011-39

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

1. Refer to the Official Bid Package

   Page C-2 was Intentionally Left Blank and was not included in the package.

2. Refer to Plan Sheet 1 of 1 (TRAFFIC SIGNAL PLAN HAWTHORNE BLVD AT SKYPARK DR:

   Replace the following in General Note 19:

   "delivered to City of Carson maintenance" with "delivered to City of Torrance maintenance".

3. Refer to Special Provisions Section E:

   Add the following section:

6-2 PROSECUTION OF WORK

6-2.1 Order of Work. Prior to ordering any proposed traffic signal pole or equipment, the Contractor shall pothole at, and in the vicinity of, all proposed traffic signal pole foundations to determine the existence of any conflicting underground utilities. Contractor shall immediately, in writing, notify the Engineer of any conflict. The Contractor shall order traffic signal poles and equipment and/or other related materials with a delivery delay either no later than 5 working days subsequent to pothole activities (if no conflict) OR no later than 5 working days subsequent to

resolution of utility conflicts. Contractor shall provide written proof(s) of timely material order(s) and shall include any delivery delays in the Construction Schedule.

By Order of the City Engineer

/S/ Toufic (Ted) Semaan

TOUFIC (TED) SEMAAN
City Engineer

BIDDER'S CERTIFICATION

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

E.C. CONSTRUCTION CO.
Bidder

By

10/13/11
Date

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

ATTACHMENT B

FIRST AMENDMENT TO AGREEMENT

This First Amendment to 2006 Acceptance of Occupancy Permit Agreement is made and entered into as of April 30, 2010 by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and LOWE'S HIW, Inc., a Washington Corporation ("DEVELOPER").

RECITALS:

A. CITY and DEVELOPER entered into an Acceptance of Occupancy Permit Agreement in 2006, whereby DEVELOPER agreed, at its own cost and expense, to construct street improvements at the intersection of Skypark Drive and Hawthorne Blvd as required by CUP 04-00026.

B. The DEVELOPER made a cash deposit of $211,242 with the City, which was the estimated cost of the street improvements.

C. DEVELOPER has requested that the CITY construct the improvements to the intersection of Skypark Drive and Hawthorne Blvd.

D. Both parties wish to amend the Agreement to allow the CITY to construct the improvements and release the original cash deposit to the CITY.

C20 10-085

AGREEMENT:

1. Paragraph 1 is deleted in its entirety.

2. Paragraph 2 is deleted in its entirety.

3. Paragraph 3 is deleted in its entirety.

4. Paragraph 5 is deleted in its entirety.

5. A new Paragraph 6 is added to read in its entirety as follows:

   "6. DEVELOPER agrees to release the original cash deposit of $211, 242 as payment in full to the CITY to construct the improvements at the intersection of Skypark Drive and Hawthorne Blvd.

6. The person(s) executing this Agreement on behalf of the DEVELOPER warrant that (i) the DEVELOPER is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the DEVELOPER; (iii) by so executing this Agreement, the DEVELOPER 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 DEVELOPER is bound.

COPY

7. In all other respects, the Agreement in 2006, between CITY and DEVELOPER is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal Corporation

Jeff Gibson
Community Development Director

LOWE'S HIW, Inc.
a Washington Corporation

By: _____
Michael Skiles
Vice President of Real Estate

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

TS/cks2269

ATTACHMENT C

ACCEPTANCE OF OCCUPANCY PERMIT

As a condition of accepting from the City of Torrance ("City") Occupancy Permit _____, for the project located at 2700 SKYPARK DRIVE, TORRANCE ("Project"), LOWE'S HIW, INC ("Developer"), hereby agrees to the following:

1. The Developer at its own cost and expense will furnish all equipment and material necessary to perform and complete within twelve months from the date signed below the following work and improvements in a good and workmanlike manner:

A. All street and alley grading, base, and paving; curb and gutter, berms, cross-gutter and spandrel, alley gutter and intersections, driveway approaches, sidewalk, bike paths, and necessary base material; street and alley barricades; street trees and ornamental street lighting; mainline sewer, laterals, manholes and appurtenances; storm drain mainline, catch basins, laterals, and appurtenances; water hydrants and complete water system; street patching where required for offsite improvements; lot grading, compaction, certification, and slope erosion planting; centerline ties, benchmark circuit notes and tract monuments.

B. All those improvements in or adjoining the Project required by the Torrance Municipal Code, as amended from time to time, and by any other law, all of which work will be performed and completed (a) in accordance with plans, specifications and profiles which have been approved by the Community Development Director of the City and filed in the office of the Community Development Director; (b) to the satisfaction of the Community Development Director; (c) at the sole cost and expense of the Developer, and (d) within twelve months from the date listed below or as otherwise provided by law; and all labor and material costs in connection therewith will be paid by the Developer or its contractors and subcontractors.

C20 10-085

2. The City will not, nor will any officer or employee thereof, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this document prior to the completion and acceptance of the same, nor will the City, nor any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, but all liabilities will be assumed by the Developer. The Developer further agrees to protect the City and the officers thereof from all liability or claim because of, or arising out of, the use of any patent or patented article in the construction of the work.

3. The Developer, will give good and adequate warning to the traveling public of each and every dangerous condition existent in the streets and highways or any of them, and

COPY

will protect the traveling public from such defective or dangerous conditions. It is understood and agreed that until the completion of all the improvements herein agreed to be performed, each street and highway not accepted as improved will be under the charge of the Developer. Developer may close all or a portion of any street whenever it is necessary to protect the traveling public during the making of the improvements herein agreed to be made. And the Developer hereby agrees to pay for such inspection of streets and highways as may be required by the Community Development Director of the City.

4. It is further agreed that the Developer has filed with the City a cash deposit in the amount of $ 211,242 , which represents not less than the estimated cost of the work and improvements as above specified for the faithful performance of the terms and conditions of this document. In addition, the cash deposit will secure the payment of all suppliers, materialmen and laborers the payment of all costs of inspection of the public improvements. Should the deposit become insufficient, Developer agrees to add an additional cash deposit with good and sufficient funds, within ten days after receiving notice that the deposit is insufficient.

5. It is further agreed that in the event it is deemed necessary to extend the time of completion of the work contemplated to be done, an extension may be granted by the Community Development Director. Such extension will in no way affect the existing provisions and it will not release the cash deposit.

Lowe's HIW, Inc.
Developer

By M.C.
Name

Vice President
Title

[Agreement by Developer.DOC]

ATTACHMENT D

City of Torrance, Finance Department

Deposit Record

No. DR 01478

Report No.

Fiscal Period:

Vendor No.:

Deposit Date: 12 / 21 / 06

Depositor: Roger Berstein

Address: 1530 Faraday Ave Ste 140 Carlsbad CA 92008

ph. # 760-804-

JOB SITEADDRESS: 2700 SKYPARK DR.

DEPT.	PERMIT NO	RECEIPT NO.	OFFICIAL RECEIPT NO.
CDD	P M1505-00346	R TS2000 14964	OR TS2000000000000 14964

TXN. CODE	SPEED TYPE	OPEN ITEM	AMOUNT	DESCRIPTION
221	800078	22100- 21471	$211,242.00	FOR: FUTURE STREET IMP. FOR
221				SKYPARK + HAWTHORNE
221				

Reference:

PREPARED BY S. JONES

DR-1 FAM120 (Revised 9/94)

WHITE-Accounting YELLOW-Department Copy