

Council Meeting of  
November 21, 2006

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

**Members of the Council:**

**SUBJECT: Public Works - Award of Public Works Agreement to S. Parker Engineering, Inc. and Amendment #1 to Contract Services Agreement C2006-146 with CBM Consulting, Inc. for construction inspection services for the construction of the FY2006-07 Curb, Gutter and Sidewalk Replacement Program, I-93. Expenditure: \$1,297,966.80**

**RECOMMENDATION**

The Public Works Director recommends that the City Council:

1. Approve the plans and specifications for the FY2006-07 Curb, Gutter and Sidewalk Replacement Program, I-93 (B2006-37); and
2. Award a Public Works Agreement to S. Parker Engineering, Inc. in the amount of \$1,216,120.80 and authorize a 5% contingency in the amount of \$60,806 for construction FY2006-07 Curb, Gutter and Sidewalk Replacement Program, I-93 (B2006-37); and
3. Approve an Amendment in the amount of \$21,040 to Contract Services Agreement C2006-146 with CBM Consulting, Inc. to provide for construction inspection services for this project and to extend the term until July 31, 2007. The new not-to-exceed amount is increased from \$37,170 to \$58,210.

**Funding**

Funding for the Public Works Agreement, 5% contingency and Amendment is available from I-93 Gas Tax funds and I-93 TDA Article 3 funds as approved in the 2007-11 Capital Budget.

## **BACKGROUND AND ANALYSIS**

The FY 2007-11 Residential Curb, Gutter & Sidewalk Replacement is a multi-year program included in the City's adopted FY 2007-11 Capital Budget as project I-93 ("I-93 Program"). The project provides for the replacement of damaged curbs, gutters and sidewalk; installation of curb ramps that are compliant with the Americans with Disabilities Act ("ADA"); and removal and replanting of parkway trees. For FY 2007 the primary focus of the I-93 Program will be to install ADA-compliant curb ramps at locations where they currently are non-existent. These are locations where there is 6-inch or 8-inch high concrete curbs along the corner radiuses of intersections. The goal is to remove the existing concrete curbs and sidewalks along the corner radiuses and then install new ADA-compliant curb ramps. The installation of these ramps will create a continuous path of travel for both pedestrians and physically-challenged individuals that use either battery-operated carts or wheelchairs.

For FY 2007 we will be installing curb ramps on all city streets south of 190<sup>th</sup> Street and north of Sepulveda Boulevard. The work will extend across the east-west city limits and there are approximately 480 missing ramps to be installed.

The I-93 Program was advertised for bid on September 20, 2006 as B2006-37. Eight (8) bids were received and opened on October 12, 2006 with the following results:

<b><u>BIDDER</u></b>	<b><u>TOTAL BID</u></b>
1. S. Parker Engineering, Inc.	\$1,216,120.80
2. Accord Engineering, Inc.	\$1,355,500.00
3. Nobest Inc.,	\$1,592,650.00
4. Damon Construction Co.	\$1,676,047.50
5. Kalban Inc.,	\$1,826,560.00
6. Minco Construction	\$1,872,300.00
7. CJ Concrete Construction Inc.,	\$1,931,365.00

The Engineer's estimate for the total bid was approximately \$1,000,000. The bids are higher than the Engineer's estimate due to the continued volatility of construction costs. However, the lowest bid is reasonable and its respective unit bid prices are within the range of similar projects bid throughout the LA County area.

Parker is the apparent lowest bidder and has successfully completed projects of similar type. The firm's references and contractor's license have been checked and found to be in order. Therefore, the Public Works Director recommends that Council award the Public Works Agreement (Attachment A) to Parker.

**Contract Services Agreement: CBM Consulting, Inc.**

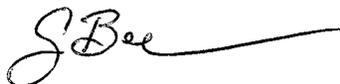
Construction of this project requires construction inspection services. Currently, the City's public works inspection workload and schedule requires that contract construction inspection services be obtained for this project. Public Works-Engineering staff will perform construction management and administration.

CBM Consulting, Inc. ("CBM") completed the design work for this project under contract C2006-146 (Attachment B) and has successfully performed construction inspection services for the City of Torrance (190<sup>th</sup> Street Rehabilitation) and to other local public agencies. CBM proposes to provide construction inspection services in the amount of \$21,040 for this project. The proposed staff is the same as was involved in the design effort. The proposed Amendment (Attachment C) will provide the required construction inspection services.

It is anticipated that construction will commence in January 2007 and be completed by June 2007.

Respectfully submitted,

ROBERT J. BESTE  
Public Works Director



By Craig Bilezerian  
Project Manager

CONCUR:



Robert J. Beste  
Public Works Director



LeRoy J. Jackson  
City Manager

Attachments: A. Public Works Agreement – Parker  
B. Contract C2006-146 – CBM Consulting, Inc.  
C. First Amendment – CBM Consulting, Inc.

## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and S. PARKER ENGINEERING, INC., a California corporation ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct **FY2006-07 CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, B2006-37**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **FY2006-07 CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM**, Notice Inviting Bids No. B2006-37 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

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

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

#### 2. TERM

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

#### 3. COMPENSATION

##### A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$ 1,216,120.80 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

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

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

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

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

6. **RETENTION OF FUNDS**

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

7. **THE CITY'S REPRESENTATIVE**

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

8. **CONTRACTOR REPRESENTATIVE(S)**

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

Steven T. Parker, 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: S. Parker Engineering, Inc.  
Steven T. Parker, President  
2783 Tern Circle  
Costa Mesa, CA 92626  
Fax: (714) 241-0665

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

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

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

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

**22. INTEGRATION; AMENDMENT**

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

**23. INTERPRETATION**

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

**24. SEVERABILITY**

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

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

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

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

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

**28. WAIVER OF BREACH**

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

**29. ATTORNEY'S FEES**

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

**30. EXHIBITS**

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

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

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

CITY OF TORRANCE,  
A Municipal Corporation

S. Parker Engineering Inc.  
A California Corporation

By: \_\_\_\_\_  
Steven T. Parker, President

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

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

**BIDDER'S PROPOSAL**

Company: S. PARKER ENGINEERING INC

B2006-37

Total Bid: \$ 1,216,120.80

**PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT  
FOR THE CONSTRUCTION OF  
FY2006-07 CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM**

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

Members of the Council:

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

**BID SCHEDULE**

1	1,050	LF	REMOVE PCC CURB OR CURB & GUTTER (HEIGHT AND WIDTH VARIES) OUTSIDE LIMITS OF CURB ACCESS RAMP	\$4.20	\$4,410—
2	440	EA	REMOVE EXIST. CORNER RADIUS CURB OR CURB & GUTTER (HEIGHT/WIDTH VARIES) AND SIDEWALK. CONSTRUCT NEW CORNER PCC CURB OR CURB & GUTTER PER APWA STD. 120-1 [TYPE: A1-150(6); A1-150(8); A2-150(6) OR A2-150(8)] OVER 8" CMB AND 3.5" THICK CURB ACCESS RAMP ON 4" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. CURB RAMP IS NOT MONOLITHIC WITH CURB OR CURB & GUTTER	\$2,000—	\$880,000.—

3	1,050	LF	CONSTRUCT PCC CURB OR CURB & GUTTER PER APWA STD. 120-1 [TYPE: A1-150(6); A1-150(8); A2-150(6) OR A2-150(8)] OVER 8" CMB, INCLUDING RESTORATION OF 1-FOOT WIDE SLOT PATCH. MATCH EXIST. CURB HEIGHT AND GUTTER WIDTH	\$66.—	\$69,300.—
4	4,700	SF	REMOVE EXIST. SIDEWALK AND CONSTRUCT 3.5"-THICK PCC SIDEWALK OVER 4" CMB, OUTSIDE LIMITS OF CURB ACCESS RAMP.	\$11.70	\$54,990.—
5	156	EA	FURNISH AND INSTALL 36" X 48" DETECTABLE WARNING SURFACE PANEL AT ACCESS RAMP	\$416.80	\$65,020.80
6	1,600	SF	8" PCC CROSS GUTTER PER APWA STD. 122-1 OVER 8" CMB WITH 1-FOOT WIDE SLOT PATCH	\$30.—	\$48,000.—
7	800	SF	6" AC PAVEMENT OVER 8" CMB	\$6.—	\$4,800.—
8	6,400	SF	CONSTRUCT 4-FOOT WIDE, 3.5"-THICK PCC SIDEWALK OVER 4" CMB ON NORTH SIDE OF PACIFIC COAST HIGHWAY ALONG SOUTH HIGH SCHOOL.	\$14.—	\$89,600.—

TOTAL BID PRICE \$ 1,216,120.80  
(Figures)\*

TOTAL BID PRICE: ONE MILLION TWO HUNDRED SIXTEEN THOUSAND  
(Words)\*

ONE HUNDRED TWENTY AND EIGHTY CENTS

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

B2006-37

**B2006-37**

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.

**S. Parker Engineering, Inc.**

Contractor

Date: Oct. 10, 2006

By:



**Steve T. Parker**

Contractor's State License

Address: 2783 Tern Circle Costa Mesa, CA. 92626

No. 739476

Class A, B

Phone: (714) 241-0560

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }  
 }  
COUNTY OF Orange }

B2006-37

Steve T. Parker, being first duly sworn, deposes and says:

1. That President he is the  
\_\_\_\_\_  
Title  
of Corporation  
**(Name of Partnership, Corporation, or Sole Proprietorship)**

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of FY2006-07 CURB, GUTTER AND SIDEWALK REPLACEMENT PROGRAM, B2006-37;

- 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;

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA )

COUNTY OF Orange )

On OCT 10, 2006 before me, Michelle McNeill, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Steve T. Parker

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

WITNESS my hand and official seal.

Michelle McNeill (SEAL)  
NOTARY PUBLIC SIGNATURE



## OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT \_\_\_\_\_

DATE OF DOCUMENT \_\_\_\_\_ NUMBER OF PAGES \_\_\_\_\_

SIGNERS(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

SIGNER'S NAME \_\_\_\_\_ SIGNER'S NAME \_\_\_\_\_

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## LIST OF SUBCONTRACTORS

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

Name Under Which Subcontractor is Licensed: Greggs Concrete cutting

License Number: 637757

Address of Office, Mill or Shop: 1192 Zircan Corona CA

Specific Description of Sub-Contract: Saw cutting.

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_

License Number: \_\_\_\_\_

Address of Office, Mill or Shop: \_\_\_\_\_

Specific Description of Sub-Contract: \_\_\_\_\_

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

**REFERENCES**

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

1. Name (Firm/Agency):     Please see attached      
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
2. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
3. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
4. Name (Firm/Agency): \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Title of Project: \_\_\_\_\_  
 Project Location: \_\_\_\_\_  
 Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**DBE****DBE BIDDERS LIST  
B2006-37**

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

<b>Firm Name:</b> <u>S. Parker Engineering, Inc.</u>	<b>Phone:</b> <u>714-241-0560</u>
<b>Address:</b> <u>2783 Tern Circle</u> <u>Costa Mesa, CA. 92626</u>	<b>Fax:</b> <u>714-241-0665</u>
<b>Contact Person:</b> <u>Steve T., Parker</u>	<b>No. of years in business:</b> <u>10</u>
<b>Is the firm currently certified as a DBE under 49 CFR Part 26:</b> YES: _____ NO: <u>XX</u>	
<b>Type of work/services/materials provided by firm?</b> <u>concrete R&amp;R, landscape, irrigation, grading, excavation, demolition, storm drains,</u> _____	
<b>What was your firm's Gross Annual receipts for last year?</b>	
<del>Less than \$1 Million</del> <u>Less than \$5 Million</u> Less than \$10 Million Less than \$15 Million More than \$15 Million	

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

**DISQUALIFICATION OR DEBARMENT**

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

Date: \_\_\_\_\_ Entity: N/A

Location: \_\_\_\_\_

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**S. PARKER ENGINEERING, INC.**  
**2783 Tern Circle**  
**Costa Mesa, CA. 92626**  
**TEL#(714) 241-0560 FAX # (714) 241-0665**  
**LIC # 739476 Class: A,B**

**RECENT PROJECTS AND REFERENCES**

**Owner / Project Name**

City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA. 92626

**Contact / Phone #**

Mike Griffin - Field Inspector  
 Tom Banks - Engineering  
 (714) 754-5324

Project Name: Parkway Concrete Repair, and New Sidewalk Construction  
 Project No. # 05-21

December 5, 2005 - July 17, 2006

Contract Total: \$140,559.02

City of Temecula  
 43200 Business Park Drive  
 Temecula, CA. 92589

William Becerra - Project Manger  
 (951) 694-6411  
 (951) 694-3929 fax #

Project Name: Citywide Concrete Repairs FY2005-2006

Project No. PW06-02

March 21, 2006 - June 15, 2006

Contract Amount \$ 97,411.50

City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA. 92626

Mike Griffin - Field Inspector  
 Tom Banks - Engineering  
 (714) 754-5324

Project Name: Parkway Concrete Repair, and New Sidewalk Construction  
 Project No. # 05-12

July 5, 2005 - August 21, 2006

Contract Total: \$513,719.54

**Owner / Project Name**

Newport-Mesa Unified School District  
2985 E. Bear Street  
Costa Mesa, CA. 92626

**Contact / Phone #**

Norm Chapman - Inspector  
(714) 424-5081  
(714) 424-7503 fax #

Project Name: Excavation, Curbs, and Drywells for Playground Structures  
Project No. #110-05

April 2004 - July 2006

Contract Total: \$454,483.50

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City of Westminster  
8200 Westminster Blvd.  
Westminster, CA. 92683

Jeff Howell - Supervisor  
(714) 895-2876  
(714) 373-5328 Fax #

Feb. 2005 - Feb. 2006 Concrete and Related Street Repairs @ Various Location  
Project No. 55036-001007 - 6<sup>th</sup> year annual renewal

Contract Total: \$594,590.53

---

R. Moody Construction, Inc.  
39821 Lincoln Street  
Cherry Valley, CA. 92223

Ronnie Moody - President  
(951) 769-3752  
(951) 769-3712 Fax#

June 2004 - October 2005 - Elm Street Sewer Main

Contract Total: \$1,086,342.04

Work was done for the City of Beaumont

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Newport-Mesa Unified School District  
2985 E. Bear Street  
Costa Mesa, CA. 92626

Norm Chapman - Inspector  
(714) 424-5081  
(714) 424-7503 fax #

Project Name: Excavation, Curbs, and Drywells for Playground Structures  
Project No. #110-04

April 2004 - March 2005

Contract Total: \$249,663.50

**Owner / Project Name**

City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA. 92626

**Contact / Phone #**

Mike Stevens - Field Inspector  
Tom Banks - Engineering  
(714) 754-5324

Project Name: Parkway Concrete Repair, and New Sidewalk Construction  
Project No. # 04-16

Sept. 2004 - June 2005

Contract Total: \$122,242.53

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City of Westminster  
8200 Westminster Blvd.  
Westminster, CA. 92683

Jeff Howell - Supervisor  
(714) 895-2876  
(714) 373-5328 Fax #

Feb. 2004 - Feb. 2005 Concrete and Related Street Repairs @ Various Location  
Project No. 55036-001007 - 5<sup>th</sup> year annual renewal

Contract Total: \$783,977.07

---

City of Mission Viejo  
27204 E. La Paz Road  
Mission Viejo, CA. 92692

Herb Smith - Field Inspector  
(949) 470-3052  
fax # (949) 581-0983

June 2004 - August 2004 Olympiad Construction

Contract Total: \$52,881.85

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City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA. 92626

Mike Stevens - Field Inspector  
Tom Banks - Engineering  
(714) 754-5324

Feb. 2003 - Jan. 2004 Parkway Concrete Repair and New Sidewalk Project

Project No. 02-17

Contract Total: \$ 535,191.05

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**Owner / Project Name**

City of Mission Viejo  
27204 E. La Paz Road  
Mission Viejo, CA. 92692

**Contact / Phone #**

Herb Smith - Field Inspector  
(949) 470-3052  
fax # (949) 581-0983

Jan. 2003 - Oct. 2003 Annual Maintenance Program Removal and Replacement of PCC Curb, Gutter, Drive Approaches, and Cross Gutters

Project No. A01-48

Contract Total: \$137,464.48

City of Westminster  
8200 Westminster Blvd.  
Westminster, CA. 92683

Gary Jornell - Field Inspector  
Jeff Howell - Supervisor  
(714) 895-2876

Feb.2002 - Feb. 2003 Concrete Related Street Repairs Project, Phase III

Contract Total: \$ 544,806.69

Ontario-Montclair School District  
950 West "D" Street  
Ontario, CA. 91762

Joseph O'Shia - Director of Purchasing  
Sandra Escamellia - Contract Admin.  
Rudolp Perez - Inspector of Record  
phone #(909) 459-2500 ext. 4472  
fax # (909) 459-2555

Jan. 2001 - Feb. 2003 Unit Price Concrete Removal and Replacement Phase III  
Project No. M-012-01-M1

Contract Total: \$596,192.81

Town of Apple Valley  
13467 Navajo Road  
Apple Valley, CA. 92308

Jennifer Clarke  
Rusty Reed  
(760) 240-7350  
(760) 240-7399 fax #

2002 - 2003 Mountain Vista Park Improvements

Contract Total: \$261,406.00  
Change Order: \$ 13,852.20  
Contract Total: \$275,258.20

**Owner / Project Name**

Ontario - Montclair School District  
 950 West "D" Street  
 Ontario, CA. 91762

**Contact / Phone #**

Rudy Perez - Inspector  
 Joseph O'Shia -  
 Director of Purchasing  
 Craig Misso -  
 Operations Administrator  
 (909) 459-2500

2001 - 2002 Unit Price Concrete Removal and Replacement Agreement No.  
 M-012-01

Contract Total: \$ 591,177.35

City of Costa Mesa  
 77 Fair Drive  
 Costa Mesa, CA. 92626

Mike Stevens - Inspector  
 Tom Banks  
 Bart Mejia  
 (714) 754-5324

2001-2002 - Canyon Community Park Flood Protection and Parkway  
 Concrete Repair and New Sidewalk Improvements  
 Project No. 01-07

Original Contract: \$ 378,875.00  
 Change Order: \$ 36,327.65  
 Total Contract \$ 415,202.65

Irvine Unified School District  
 14600 Sand Canyon Drive  
 Irvine, CA. 92618

Spencer Jordan - Inspector  
 Lloyed Linton - Director  
 (949) 936-5307  
 (949) 936-5329 fax #

2001-2002 - Northwood High School  
 Project No. A-04-102513

Original Contract: \$ 187,000.00  
 Change Order: \$ 900.00  
 Total Contract: \$ 187,900.0

City of Laguna Niguel  
 27801 La Paz Road  
 Laguna Niguel, CA. 92677

Nick Renn  
 (949)362-4300

2001 - Bocce Vall Court @ Marina Hills Park

Original Contract: \$54,401.04  
 Change Order: \$ 3,853.00  
 Total Contract: \$58,254.04

**Owner / Project Name****Contact / Phone #**

City of Laguna Niguel  
27801 La Paz Road  
Laguna Niguel, CA. 92677

Nick Renn  
(949)362-4300

2001 - Clubhouse Drive Drainage Improvements  
Project No. 01-02

Contract Amount: \$32,430.06

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M.E.I Electric  
7933 Palm Avenue  
Highland, CA. 92346

Pat Mackenzie  
(909)862-9906

2000 - 2001 - Youth Athletic Park in Mission Viejo  
Owner - City of Mission Viejo 25909 Pala, Ste# 200 Mission Viejo, CA. 92691  
Contact: Wayne Mackey - Project Inspector (949) 470-3000

Original Contract with M.E.I. \$257,643.48

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City of Costa Mesa  
77 Fair Drive  
Costa Mesa, CA. 92626

Bart Mejia  
Contract Administrator  
(714) 754-5291

2000-2001 - Parkway Concrete Repairs and New Sidewalk  
Project No. 00-10

Original Contract: \$404,455.00  
Change Orders: \$ 39,777.09  
Contract Total \$444,232.09

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City of Westminster  
8200 Westminster Blvd.  
Westminster, CA. 92683

Chris Johansen  
Project Inspector  
(714) 895-2876 ext. 6236

2000 - Concrete Related Street Repairs @ Various Locations  
Project No. 55036-001007 Phase I

Contract Amount: \$595,013.41

## CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of July 18, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and CBM Consulting, Inc., a California S Corporation ("CONSULTANT").

### RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to perform design services for the FY2007 Residential Curb, Gutter and Sidewalk Replacement.
- B. CONSULTANT represents that it is qualified to perform those services.

### AGREEMENT:

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

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT 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 January 31, 2007.

3. **COMPENSATION**

- A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT 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 CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$37,170.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

- B. Schedule of Payment.

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

4. **TERMINATION OF AGREEMENT**

- A. Termination by CITY for Convenience.

C2006-146

**COPY**

/s/

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

**B. Termination for Cause.**

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental 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**

CONSULTANT authorizes CITY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate 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 CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, 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 CONSULTANT to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY 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 CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONSULTANT.

8. **CONSULTANT REPRESENTATIVE(S)**

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

Chuck Stephan, President

9. **INDEPENDENT CONTRACTOR**

The CONSULTANT 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 CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**

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

11. **OTHER LICENSES AND PERMITS**

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

12. **FAMILIARITY WITH WORK**

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

13. **CARE OF WORK**

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

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

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

15. **INDEMNIFICATION**

CONSULTANT will indemnify, pay for cost of defense, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, pay for cost of defense, and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONSULTANT, its officers, employees, agents, subconsultants or vendors. It is further agreed, CONSULTANT's obligations to indemnify, defend and hold harmless will apply, but only to the extent covered by Consultant's negligence, even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting from the sole negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

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

17. **INSURANCE**

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and

- b. Primary Property Damage of at least \$250,000 per occurrence; or
  - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
  3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
  4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONSULTANT will be primary and non-contributory
  - C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
  - D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
  - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

**18. SUFFICIENCY OF INSURERS AND SURETIES**

Insurance or bonds 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 CONSULTANT 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 CONSULTANT 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:
 

CONSULTANT:	CBM Consulting, Inc. 17601 S. Denver Avenue Gardena, CA 90248 Fax: (310) 329-1021
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 CONSULTANT without the prior written consent of the other.

22. **INTEGRATION; AMENDMENT**

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

23. **INTERPRETATION**

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

24. **SEVERABILITY**

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

25. **TIME OF ESSENCE**

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

26. **GOVERNING LAW; JURISDICTION**

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**

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

28. **WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any

subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as 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. CONSULTANT'S AUTHORITY TO EXECUTE**

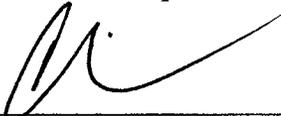
The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions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

CITY OF TORRANCE  
a Municipal Corporation



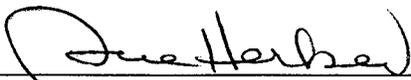
Frank Scotto, Mayor

CBM Consulting, Inc.  
a California S Corporation

By: 

Chuck Stephan  
President

ATTEST:

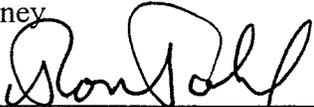


Sue Herbers  
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III

City Attorney

By: 

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Compensation Schedule

Revised:      1/30/01

**EXHIBIT A**  
**SCOPE OF SERVICES**

**RECEIVED**  
**JUN 26 2006**  
**Public Works Department**



# CBM Consulting, Inc.

*Building the Future*

Project Management ♦ Construction Management ♦ Civil Engineering

**RECEIVED**  
 JUN 14 2006  
 Public Works Department

June 12, 2006

**Craig Bilezerian, P.E.**  
 Project Manager  
 Engineering Division  
 Department of Public Works  
 City of Torrance  
 20500 Madrona Avenue  
 Torrance, CA 90503

**RE: PROPOSAL FOR PROFESSIONAL SERVICES FOR THE ADA CURB RAMP IMPROVEMENTS PROJECT**

Dear Mr. Bilezerian:

CBM Consulting, Inc. is pleased to submit a proposal for professional services for the City of Torrance ADA Curb Ramp Improvements Project for your consideration. We are committed to working seamlessly with your staff and project team to ensure the successful delivery of this project.

The CBM Consulting team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. We are familiar with projects and the scope of services requested and if required, can assist the City with additional needs. We offer flexible, responsive and economically competitive services.

CBM maintains close attention to the commitments of our clients by tracking our contract budgets and schedules on a weekly basis. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of Torrance.

I will be the point of contact for this procurement and I have the authority to bind the company. This proposal shall remain valid for a 60-day period from the date of submittal.

Thank you for this opportunity to offer our services to the City of Torrance. Should you have questions during the selection process, please contact me at (310) 525-0678.

Respectfully,  
 CBM Consulting, Inc.

Chuck Stephan, P.E., RCE C50481  
 President

**RECEIVED**  
 JUN 26 2006  
 PUBLIC WORKS Department

## SUMMARY

CBM Consulting, Inc. is an organization of professionals that works with the staffs of cities and other public agencies to achieve superior results with the management and implementation of infrastructures and Capital Improvement Projects. Our services include Civil Engineering, Project Management, Construction Management, Staff Assistance, and Construction Observation. The enclosed information has been abbreviated for quick review, and we welcome the opportunity to provide additional details and references.

CBM proposes to perform field reviews to document existing conditions at selected curb ramp locations, and develop standardized details for the construction of ADA compliant curb access ramps at those locations. Work will include the documentation of existing grades and dimensions; utilities including pullboxes, poles, and cabinets; painted curb; valve offsets; survey benchmarks; private walkways; trees; and ponding curb and gutter that may need replacement.

Each location will be photographed and diagrammed. An ADA compliant curb ramp will be designed for each location and specified as a standardized detail to be developed based on current Caltrans standards. Curb ramps will include a 3'x4' tactile warning (truncated dome) surface.

A spreadsheet summarizing the details of each ramp shall be developed for inclusion in the project specifications. A separate plan sheet (24"x36" in AutoCAD) will be developed showing the location of each ramp in the City.

Locations with survey monuments will be specifically noted so that the City's surveyor can follow up with a subsequent recording and replacement of such monuments in a separate contract. Locations with curb paint will be noted so that City staff can replace the paint after construction.

Locations requiring adjustment of existing crosswalk striping and stop limit lines to fit the new curb ramps will be noted.

The first draft submittal will be completed within 60 days of Notice to Proceed.

Note: The attached proposed hourly billing rate includes incidental expenses including gas, vehicle, camera and cell phone, and printing costs.



**EXHIBIT B**  
**COMPENSATION SCHEDULE**

**City of Torrance**  
**ADA Curb Ramp Improvements Project**

	Principal-In-Charge	Project Manager	Asst Engr/ Tech	Clerical	
TASK	HOURS				AMOUNT
<b>PRELIMINARY WORK</b>					
Refine project scope/meet with City		1	1	1	\$280
Field Investigation/Documentation		30	135	20	\$23,320
Prepare standard details		8	15	2	\$2,675
Prepare initial spreadsheet summary		24	40	4	\$7,070
Prepare draft location map		2	16		\$1,620
Document survey locations		1	4	1	\$535
Document curb paint locations		1	4	1	\$535
Meet with City to review findings			1		\$215
<b>DOCUMENTATION</b>					
Prepare final spreadsheet summary, location map		2	2	2	\$705
Meet with the City to Present the Report		1	1		\$215
<b>TOTAL HOURS:</b>	<b>5</b>	<b>121</b>	<b>220</b>	<b>31</b>	
<b>RATE:</b>	<b>\$145</b>	<b>\$130</b>	<b>\$85</b>	<b>\$65</b>	
<b>SUBTOTALS:</b>	<b>\$725</b>	<b>\$15,730</b>	<b>\$18,700</b>	<b>\$2,015</b>	<b>\$37,170</b>
Reimbursables (included in fee)					\$0
<b>SUBTOTAL:</b>					<b>\$0</b>
<b>TOTAL</b>					<b>\$37,170</b>

**RECEIVED**  
 JUN 26 2006  
 Public Works Department

## FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement C2006-146 is made and entered into as of \_\_\_\_\_, 2006, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and CBM Consulting, Inc., a California S Corporation ("CONSULTANT").

### RECITALS:

- A. CITY and CONSULTANT entered into an Agreement on July 18, 2006, whereby CONSULTANT agreed to provide the services listed in the Scope of Services attached as Exhibit A to the original agreement. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.
- B. CITY wishes to include construction inspection services in the Agreement in accordance with the proposal dated November 1, 2006 attached as Exhibit A-1. The additional work will cost an additional \$21,040.
- C. CITY wishes to increase the Agreement sum from \$37,170, to \$58,210 an increase of \$21,040, to complete the additional work.
- D. CITY wishes to extend the Agreement term from the Effective Date through July 31, 2007 to perform the work in conjunction with the construction activities.

### AGREEMENT:

1. Paragraph 2, entitled TERM is amended to read in its entirety as follows:

"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 July 31, 2007."

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

"3. **COMPENSATION**

A. CONSULTANT'S Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B and Construction Compensation Schedule attached as Exhibit B-1, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$58,210 ("Agreement Sum"), unless otherwise first approved in writing by CITY."

3. In all other respects, the Agreement dated July 18, 2006 between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
A Municipal Corporation

CBM Consulting, Inc.  
a California S Corporation

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

By \_\_\_\_\_  
Chuck Stephan  
President

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By \_\_\_\_\_  
Name  
Title

**EXHIBIT A-1**  
**CONSTRUCTION SCOPE OF SERVICES**

**CITY OF TORRANCE ADA CURB RAMP IMPROVEMENTS**

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**CBM Consulting, Inc.***Building the Future*

Project Management ♦ Construction Management ♦ Civil Engineering

November 1, 2006

**Craig Bilezerian, P.E.**  
Project Manager  
Engineering Division  
Department of Public Works  
City of Torrance  
20500 Madrona Avenue  
Torrance, CA 90503

**RE: PROPOSAL FOR PROFESSIONAL SERVICES FOR CONSTRUCTION OBSERVATION OF THE ADA CURB RAMP IMPROVEMENTS PROJECT**

Dear Mr. Bilezerian:

CBM Consulting, Inc. is pleased to submit a proposal for professional services for construction observation of the City of Torrance ADA Curb Ramp Improvements Project for your consideration. We are committed to working seamlessly with your staff and project team to ensure the successful delivery of this project.

The CBM Consulting team, our project systems, and our entire management structure are geared to providing flexible services to agencies such as yours. We are familiar with projects and the scope of services requested and if required, can assist the City with additional needs. We offer flexible, responsive and economically competitive services.

CBM maintains close attention to the commitments of our clients by tracking our contract budgets and schedules on a weekly basis. We assure that our key personnel will be assigned to the project for its duration and will not be removed or replaced by us without concurrence from the City of Torrance.

I will be the point of contact for this procurement and I have the authority to bind the company. This proposal shall remain valid for a 60-day period from the date of submittal.

Thank you for this opportunity to offer our services to the City of Torrance. Should you have questions during the selection process, please contact me at (310) 525-0678.

Respectfully,  
CBM Consulting, Inc.

Chuck Stephan, P.E., RCE C50481  
President

## CITY OF TORRANCE ADA CURB RAMP IMPROVEMENTS

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### **SUMMARY**

CBM Consulting, Inc. is an organization of professionals that works with the staffs of cities and other public agencies to achieve superior results with the management and implementation of infrastructures and Capital Improvement Projects. Our services include Civil Engineering, Project Management, Construction Management, Staff Assistance, and Construction Observation. The enclosed information has been abbreviated for quick review, and we welcome the opportunity to provide additional details and references.

CBM proposes to provide construction observation services for the City's ADA curb ramp improvements project on an as-needed basis. It is understood that CBM staff will observe, review, and document construction progress during the course of the project. CBM will provide site visits, observation reports, and photographic records. Services will be provided as needed and directed by City staff.

The City has requested the Jonathan Stephan be made available to support this project. Jonathan is available part-time at a cost of \$60/hour.

Other inspection staff is available at the following rates:

Jonathan Braatvedt \$80/hour

Jay Kalan \$85/hour

Senior engineering support is available from time to time at a cost of \$110/hour.

Note: The proposed hourly billing rate includes incidental expenses including gas, vehicle, camera and cell phone, and printing costs.

**EXHIBIT B-1**

**CONSTRUCTION COMPENSATION SCHEDULE**

**FY2007-11 Residential Curb, Gutter and Sidewalk Replacement, I-93.****COMPENSATION SCHEDULE for CBM  
CONSTRUCTION INSPECTION SERVICES**

<b>PRE-CONSTRUCTION CONFERENCE</b>	<b>\$ 240.00</b>
<b>CONSTRUCTION PHASE</b>	
<b>WEEKDAYS</b> Perform part-time construction inspection for 60 working days. (4 hr/day @ \$60/hr)	<b>\$ 14,400.00</b>
Perform full-time construction inspection for 10 working days. (8 hr/day @ \$80/hr)	<b>\$ 6,400.00</b>
<b>TOTAL OF AGREEMENT:</b>	<b>\$ 21,040.00</b>