

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

Members of the Council:

SUBJECT: Public Works - Amendment to Public Works Agreement C2007-104 with Marina Landscape, Inc. for the Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Redondo Beach Boulevard, A-20. Expenditure: None

RECOMMENDATION

Recommendation of the Public Works Director that City Council Approve a First Amendment to Public Works Agreement C2007-104 that extends the term from June 19, 2008 until December 31, 2008 with Marina Landscape, Inc. to construct the Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Redondo Beach Boulevard, A-20.

Funding

Not applicable.

BACKGROUND AND ANALYSIS

On June 19, 2007 Your Honorable Body awarded a Public Works Agreement, C2007-104 (Attachment A) to Marina Landscape, Inc. in the amount of \$694,337 for the Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Redondo Beach Blvd, A-20. Improvements include the installation of median landscape and irrigation, and the installation of advance street name signs within the medians at 10 locations. This project is the third phase of the beautification of Hawthorne Boulevard.

Construction is partially funded by a federal grant administered by Caltrans. The federal grant can reimburse the City a maximum of \$808,000; however, the reimbursement is also restricted to a maximum of 88.53% of the total construction cost. Based on the amount of the Public Works Agreement, the federal grant would reimburse the City a maximum of only \$614,696 ($\$694,337 \times 88.53\%$) of the construction cost and the remainder (\$79,641 or 11.47%) would be funded by a City match.

Subsequent to the bid opening, staff confirmed with Caltrans that federal grant funds also could be used to cover 88.53% of construction inspection services. However, in order to qualify, staff first had to amend the federal approval before beginning any work. As such, construction was purposely delayed while staff amended the federal grant approval and qualified for reimbursement of 88.53% of construction inspection services. The amended

federal grant would make the City eligible for reimbursement up to the maximum of \$808,000, an increase of \$193,304.

After the federal grant approval was amended, construction could have begun in October 2007; however, construction activities would have caused traffic impacts on Hawthorne Boulevard during the holiday season. In order to avoid the traffic impacts, staff rescheduled construction to begin in 2008. At the time construction was rescheduled, PublicWorks informed only the departments involved with the project and inadvertently forgot to update the City Council.

Construction is ongoing and Marina Landscape, Inc. is on schedule to complete the landscape and irrigation work included in the Agreement by September 2008. An additional 2 months may be needed to install the advance street name signs, as the signs will be purchased under a separate contract administered by the Community Development Department. That contract was awarded on May 13, 2008 as a part of the Citywide Entry and Advance Street Name Sign projects, A-1 and A-2. Both Public Works and Community Development are coordinating efforts to ensure a timely delivery and installation of the advance street name signs.

The term of the Public Works Agreement (C2007-104) was approved for one year and expires on June 19, 2008. Therefore, a First Amendment (Attachment B) is proposed to extend the term until December 31, 2008 so that Marina Landscape has adequate time to complete necessary paperwork. There are no other proposed changes to the Public Works Agreement. It should be noted that all work will be completed before the start of the 2008 holiday season.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

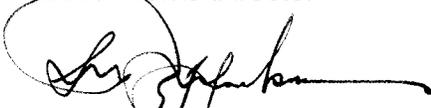


By Craig Bilezerian
Engineering Manager

CONCUR:



 Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachments: A. Public Works Agreement C2007-104
B. First Amendment to Agreement C2007-104

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of June 19, 2007 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Marina Landscape, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct MEDIAN ISLAND IMPROVEMENTS FOR THE BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO REDONDO BEACH BOULEVARD;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Redondo Beach Boulevard, Notice Inviting Bids No. RPSTPLE-5249(015) B2007-24 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (B2007-24) 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.

C 2 0 0 7 - 1 0 4

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

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

3. COMPENSATION

- A. CONTRACTOR's Fee.

COPY
1st

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 \$694,337.00 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the

notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.
3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

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

may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

7. **THE CITY'S REPRESENTATIVE**

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

8. **CONTRACTOR REPRESENTATIVE(S)**

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

Robert Cowan

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. 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

Combined single limits of \$1,000,000 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 \$1,000,000 per occurrence.
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.

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: Marina Landscape, Inc.
1900 S. Lewis Street
Anaheim, CA 92805

Fax: (714) 935-1199

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

Marina Landscape, Inc.
a California Corporation



Frank Scotto, Mayor

By: 

ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Heather K. Whitham
Deputy City Attorney

Attachments: Exhibit A: Bid

Created: 4/16/97
Revised: 3/3/99
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EXHIBIT A

BIDDER'S PROPOSAL

Company: MARINA LANDSCAPE INC
 Total Bid: 694,337⁰⁰

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

RPSTPLE-5249(015)
 B2007-24

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

Members of the Council:

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

Item No.	Approx. Qty.	Unit	Description	Unit Price	Total Bid
HAWTHORNE BOULEVARD MEDIANS, DEL AMO BLVD. TO REDONDO BEACH BLVD.					
1.	1	LS	TRAFFIC CONTROL PLAN AND ON-SITE TRAFFIC CONTROL	20,000	20,000
2.	1	LS	CALTRANS PERMIT AND FEES	\$5000.00	\$5,000.00
3.	1	LS	MISCELLANEOUS REMOVALS & ADJUSTMENTS TO GRADE	1,000	1,000
4.	69,700	SF	REMOVE MEDIAN ASPHALT PAVING AND BASE	.75	52,275
5.	1,685	SF	REMOVE MEDIAN CONCRETE PAVING AND BASE	.75	1,264

Item No.	Approx Qty	Unit	Description	Unit Price	Total Bid
6.	22,350	SF	CONCRETE MEDIAN PAVEMENT (COLORED AND SCORED)	7 ⁶²	170,307
7.	12,510	SF	PRECAST CONCRETE PAVERS INCLUDING SAND BASE	16.67	208,541
8.	2,520	LF	6" WIDE PCC EDGING	8 ⁰⁰	20,160
9.	9	EA	INSTALL CITY-FURNISHED ADVANCE STREET SIGN	465 ⁻	4,185 ⁻
10.	1	LS	IRRIGATION SYSTEM	94,610	94,610
11.	375	LF	WELDED STEEL IRRIGATION SLEEVE (BORED/JACKED UNDER STREET)	55 ⁰⁰	20,625
12.	7,535	LF	PVC MOISTURE BARRIER BORDERING LANDSCAPE AREAS	2 ²⁰	16,577
13.	35,500	SF	SOIL AMENDMENT & FINISH GRADING (INCLUDING SOIL FERTILITY TESTING)	.30	10,650
14.	37	EA	TREE (15 GALLON) INCLUDING STAKES & ROOT BARRIER	195	7,215
15.	73	EA	TREE (24" BOX) INCLUDING STAKES & ROOT BARRIER	330 ⁻	24,090
16.	2,383	EA	SHRUB (1 GALLON)	6 ⁰⁰	14,298
17.	1,139	EA	SHRUB (5 GALLON)	10 ⁻	11,390
18.	35,500	SF	SHREDDED BARK MULCH	.30	10,650
19.	1	LS	PLANT ESTABLISHMENT AND MAINTENANCE (90 DAYS)	1500	1500

TOTAL \$ 694,337

TOTAL: Six hundred and ninety four thousand three hundred and thirty seven dollars (Words)*
694,337⁰⁰
 (Figures)*

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

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

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

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

MARINA LANDSCAPE Inc
 Contractor
 Date: 6/12/07 By: X [Signature]
 Contractor's State License Address: ROBERT COWAN
1900 S. Lewis ST
 No. 492862 ANNHEIM, CA 92805
 Class A/B/C-27 Phone: 714-939-6600

ACKNOWLEDGMENT OF ADDENDA RECEIVED

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

NONE

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

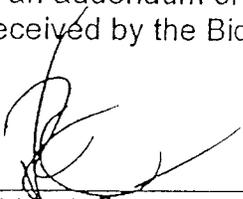
Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.



Bidder's Signature

6/12/07
Date

STATE OF CALIFORNIA }
}

CONTRACTOR'S AFFIDAVIT
RPSTPLE-5249(015)

COUNTY OF Orange }

B2007-24

ROBERT COWAN, being first duly sworn, deposes and says:

1. That he is the PRESIDENT / SECRETY title of MARINA LANDSCAPE INC
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of MEDIAN ISLAND IMPROVEMENTS FOR THE BEAUTIFICATION OF HAWTHORNE BOULEVARD FROM DEL AMO BOULEVARD TO REDONDO BEACH BOULEVARD, RPSTPLE-5249(015) B2007-24;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, refrain from bidding, or withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance or any other bidder, or anyone else interested in the proposed contract.
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which

CONTRACTOR'S AFFIDAVIT (CONTINUED)

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

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

Dated this 12th day of JUNE

MIRANDA LANDSCAPE INC
X [Signature]
 (Contractor) ROBERT COWAN
PRESIDENT / SECTY
 (Title)

Subscribed and Sworn to before me this 12th day of JUNE, 2007.

[Signature]
 Notary Public in and for said
 County and State.
 (Seal)



BID BOND

RPSTPLE-5249(015)
B2007-24

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____

as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of _____ dollars (\$_____), for the payment whereof we hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, Project No. RPSTPLE-5249(015) B2007-24, said work being: the Construction of Median Island Improvements for the Beautification of Hawthorne Boulevard from Del Amo Boulevard to Redondo Beach Boulevard, and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20 _____.

Principal

Surety/Attorney-in-Fact

Signature

Name: _____
Local Address: _____
Phone No.: _____
Fax No.: _____

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: Sullivan Concrete
1111 Baker St, Costa Mesa, Ca.
License Number: _____
Address of Office, Mill or Shop: ↓
Specific Description of Sub-Contract: CONCRETE

Name under Which Subcontractor is licensed: ~~Prime Demolition~~
License Number: _____
Address of Office, Mill or Shop: ~~P.O. Box 6582, San Pedro~~
Specific Description of Sub-Contract: ~~Demolition~~

Name under Which Subcontractor is Licensed: _____
License Number: _____
Address of Office, Mill or Shop: _____
Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____
License Number: _____
Address of Office, Mill or Shop: _____
Specific Description of Sub-Contract: _____

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

REFERENCES

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

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

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

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

REFERENCES

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed
SEE ATTACHED	REF LIST	

Contractor's License No.: 492862 Class: A/B/C-27

Date first obtained: JUNE 1986 Expiration JUNE 2008

Has License ever been suspended or revoked? NO

If yes, describe when and why: _____

Any current claims against License or Bond? NO

If yes, describe claims: _____

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u>
		(If Applicable)
<u>ROBERT COWAN</u>	<u>PRES / SECT</u>	_____
<u>RICHARD COWAN</u>	<u>VICE PRESIDENT</u>	_____

General Contractor - All American Asphalt		
Contact: Dave Reynold (909) 736.7600		Completed
WS-1 Parking Structure	\$604,544	5/01
Owner: Walt Disney Imagineering		
Covina Street Improvements, Covina	\$407,094	3/04
Owner: City of Covina		
Telegraph Road, La Mirada	\$384,976	12/03
Owner: Los Angeles Department of Public Works		

General Contractor - Hensel Phelps Construction Company		
Contact: Kelly Crawford (949) 852.0111		Completed
Secure Treatment Facility, Coalinga	\$2,359,959	3/05
Owner: State of California Department of General Services		
California Adventure, Paradise Pier, Anaheim	\$1,080,000	12/00
Owner: Walt Disney Imagineering		
FDA Lab, Irvine	\$332,390	4/04
Owner: US Government Food & Drug Administration		

General Contractor - Yeager Skanska		
Contact: Doug Aadland (909) 684.5360		Completed
Palm Springs Airport, Palm Springs	\$830,372	2/04
Owner: City of Palm Springs		
Walmart Distribution Center, Apple Valley	\$447,298	6/04
Owner: Wal Mart Stores, Inc.		
East Palm/Gene Autry Trail Widening, Palm Springs	\$131,000	9/03
Owner: City of Palm Springs		

General Contractor - Sequel Contractors		
Contact: Tom Pack (562) 802.7227		Completed
Downtown Specific Plan Improvements, El Segundo	\$329,959	5/04
Owner: City of El Segundo		
Newhope Street, Fountain Valley	\$153,000	6/03
Owner: City of Fountain Valley		
Seal Beach Boulevard, Seal Beach	\$98,954	4/04
Owner: City of Seal Beach		
Lambert Road, La Habra	\$94,819	7/04
Owner: City of La Habra		

General Contractor - PCL Construction		
Contact: Mark Josten (818) 246.3481		Completed
National Training Center, Carson	\$2,702,000	8/03
Owner: Anschutz Soccer, LLC		
Water Front Hilton, Huntington Beach	\$217,000	6/01
Owner: Water Front Hilton		

General Contractor - Griffith Company		
Contact: Dan McGrew (714) 549.2291		Completed
Ontario Airport, Ontario	\$961,658	2/03
Owner: City of Los Angeles		
Rancho Del Oro Drive Extention, Oceanside	\$869,573	7/04
Owner: City of Oceanside		
Grand Avenue Realignment, Los Angeles	\$720,320	6/04
Owner: LACDWP		
Del Amo Boulevard Widening, Carson	\$249,315	10/03
Owner: City of Carson		
Bandera Elementary School, Montclair	\$227,750	11/03
Owner: Ontario Montclair School District		

General Contractor - Ortiz Enterprises, Inc.		
Contact: Pat Ortiz (949) 753.1414		Completed
LA River Improvements, Compton	\$1,242,885	10/03
Owner: US Army Corp of Engineers		
Route 710 Compton Creek Del Amo, Long Beach	\$180,530	11/03
Owner: Caltrans		
MTDB Wetland Mitigation, Santee	\$116,050	1/04
Owner: Metropolitan Transportation Development Board		
BNSF Railway Bridge Modification, Compton	\$52,000	6/03
Owner: USAED Los Angeles LA River		

General Contractor - Riverside Construction		
Contract: George Olivo (909) 682.8308		Completed
Limonite Avenue Phase 1A & 3 Streetscape, Riverside	\$1,663,039	6/03
Owner: County of Riverside		
Magnolia Avenue, Riverside	\$1,014,723	8/02
Owner: County of Riverside		
Foothill Boulevard, Fontana	\$437,368	3/03
Owner: City of Fontana		
Jack Bulik Park, Fontana	\$393,138	5/04
Owner: City of Fontana		
La Sierra Metrolink Station Phase II, Riverside	\$234,700	7/04
Owner: Riverside County Transportation		
Crestmore Road Revitalization, Riverside	\$179,999	7/04
Owner: Riverside Redevelopment Agency		

General Contractor - Clark Construction/San Diego Ballpark Builders		
Contact: Jim McLamb (714) 429.9779		Completed
San Diego Padres - Petco Park, San Diego	\$2,179,000	8/04
Owner: Padres Limited Construction		
Garden of Champions, Indian Wells	\$1,250,000	5/00
Owner: City of Indian Wells		

DBE

BIDDERS LIST

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

Firm Name: <u>MARINO LANDSCAPE INC</u> Phone: <u>714-939-6600</u>	
Address: <u>1900 S Lewis St</u> <u>Andheim, CA. 92805</u>	Fax: <u>714-935-1199</u>
Contact Person: <u>JOAN Kiese</u>	No. of years in business: <u>35</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>LANDSCAPE Irrigation</u>	
What was your firm's Gross Annual receipts for last year?	
<p style="text-align: center;"> <input type="checkbox"/> Less than \$1 Million <input type="checkbox"/> Less than \$5 Million <input type="checkbox"/> Less than \$10 Million <input type="checkbox"/> Less than \$15 Million <input checked="" type="checkbox"/> More than \$15 Million </p>	

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

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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

Yes/No: NO Federal/State: _____

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: NO Code/Laws: _____ Section/Article: _____

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

DBE
BIDDERS LIST

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

Firm Name: Sullivan Concrete Textures Phone: (714) 556-7633

Address: 4111 Baker St Costa Mesa, CA Fax: (714) 755-5541
92626

Contact Person: Ray/STELE No. of years in business: 43 yrs

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: NO:

Type of work/services/materials provided by firm? ARCHITECTURAL CONCRETE

What was your firm's Gross Annual receipts for last year?

Less than \$1 Million
 Less than \$5 Million
 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: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

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

Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY / COUNTY of CITY OF TORRANCE
DEPARTMENT OF PUBLIC WORKS.

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement C2007-104 is made and entered into as of _____, 2008, by and between the CITY OF TORRANCE ("CITY"), a municipal Corporation, and Marina Landscape, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY and CONTRACTOR entered into an Agreement on June 19, 2007, whereby CONTRACTOR agreed to provide the services listed in the Bid attached as Exhibit A to the original agreement. CONTRACTOR warrants that all work and services set forth in the Bid will be performed in a competent, professional and satisfactory manner.
- B. CITY wishes to extend the Agreement term from the Effective Date through December 31, 2008 to allow adequate time to complete the work.

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 December 31, 2008."

3. In all other respects, the Agreement dated June 19, 2007 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
A Municipal Corporation

Marina Landscape, Inc.
a California Corporation

By _____
Frank Scotto, Mayor

By _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By _____
Name
Title