Council Meeting of
August 16, 2011

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

Members of the Council:

SUBJECT: Public Works – Approve and appropriate funds and approve agreements for the FY2011-12 Citywide Sidewalk Ramping/Grinding Program. Expenditure: $389,225

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve the FY2011-12 Citywide Sidewalk Ramping/Grinding Program as a new project in the City's current Capital budget and appropriate $420,000 of Measure R-Local Return funds to said project; and

2. Approve a Public Works Agreement with Hardy & Harper, Inc. in the amount of $294,500 for construction of the FY2011-12 Citywide Sidewalk Ramping/Grinding Program (B2011-30) and authorize a 5% contingency in the amount of $14,725; and

3. Approve a Consulting Services Agreement with Project Partners in the amount of $80,000 to provide daily construction inspection services for the FY2011-12 Citywide Sidewalk Ramping/Grinding Program.

Funding

Funding is available from the recommended appropriation.

BACKGROUND

The Citywide Sidewalk Ramping/Grinding Program is a multi-year program included in the City's adopted Capital Budget. The project systematically removes displacements in city sidewalks for a temporary time period and until other capital improvement projects or City maintenance crews can accomplish permanent removal and replacement. The specifications require the contractor to inspect the sidewalks in the project area, repair vertical displacements, and submit detailed records on forms provided by the City. Vertical displacements between 3/8" and 1-1/2" are ground with vacuum-equipped grinders. Vertical displacements greater than 1-1/2" are repaired by constructing asphalt ramps. The new asphalt ramps are coated with cement to reduce the color contrast between the black asphalt and the gray concrete.

Since its inception, the Citywide Sidewalk Ramping/Grinding Program has significantly reduced the number of pedestrian "trip and fall" incidents and addresses concerns for sidewalk displacements throughout the entire City.

ANALYSIS

Previously appropriated funding for the Citywide Sidewalk Ramping/Grinding Program, I-101 project will be exhausted on August 31, 2011 and all services completed. Rather than extend the current project over one or more fiscal years, it is preferred to create a new project called the "FY2011-12 Citywide Sidewalk Ramping/Grinding Program". Having this new project will reduce administration time and costs for both the Finance and Public Works departments that otherwise would be incurred if the current project is extended. Also, because future funding from the State is uncertain, it is recommended to fund the new project only for one fiscal year.

Relevance to Strategic Plan

The Citywide Sidewalk Ramping/Grinding Program is included in the May 2010 Strategic Plan as part of Strategic Priority 5 – Infrastructure and Goal #2 (pg 51). Approval of the FY2011-12 Citywide Sidewalk Ramping/Grinding Program will be consistent with meeting one of our goals for this Strategic Priority.

Bid Process

The project was advertised for bid in July, 2011 as B2011-30. One bid was received and opened on July 21, 2011 with the following result:

BIDDER	TOTAL BID
1. Hardy & Harper	**$294,500**

The Engineer's estimate is between $300,000 and $330,000. Hardy and Harper, Inc. ("Harper") was the only bidder and their bid is responsive and also lower than the Engineer's estimate. Harper has been the City's contractor for the previous 5 fiscal years (since 2006) of the Citywide Sidewalk Ramping/Grinding Program, I-101 and successfully completed the work. The firm's references and contractor's license have been checked and found to be in order. Also, it is not recommended to re-bid the project because i) this important work would be delayed; ii) the cost is very reasonable; and iii) it is not expected that additional bidders would participate. Therefore, Harper is the confirmed lowest, responsible bidder and the Public Works Director recommends that the City Council award the Public Works Agreement to Harper.

Consulting Services Agreement – Project Partners

The FY2011-12 Citywide Sidewalk Ramping/Grinding Program requires continuous construction inspection services. These services include: meeting with residents; marking areas to be ramped/grinded; inspecting the contractor's work; post-work inspection; assisting staff with administration; and review of contractor invoices. Project Partners has successfully performed construction inspection services for the Citywide Sidewalk Ramping/Grinding Program since 2006. The inspector is: i) familiar with the work; ii) the goals of the program; and iii) always responsive to City staff and the residents. Additionally, Project Partners rate of $57.25 per hour for the construction inspector is highly cost effective for the type of services provided. Staff solicited rates for other firms for similarly qualified personnel and the lowest rate provided by other firms was in the $75 to $80 per hour range. Therefore, the Public Works Director recommends approval of the Agreement with Project Partners to perform construction inspection services for this project.

If both Agreements are approved, sidewalk ramping and grinding and inspection services will be ongoing for approximately 12 months.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By: Craig Bilezerian
Engineering Manager

CONCUR:

Robert J. Beste
Public Works Director

Mary Giordano

for LeRoy J. Jackson
City Manager

Attachments: A. Public Works Agreement - Hardy & Harper
B. Consulting Services Agreement - Project Partners

ATTACHMENT A

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Hardy & Harper, Inc., a California corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to grind City sidewalk offsets, install new asphalt ramps, and patch damaged sidewalks to mitigate pedestrian tripping hazards; and

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROJECT, Notice Inviting Bids No. B2011-30 (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. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

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. <u>TERM</u>

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for 15 months from the Effective Date. At the City's discretion and if mutually agreed upon, this Agreement may be extended no more than 4 times, each for a 12-month period. Unit costs may be adjusted according to the change in the Construction Cost Index (CCI) for the County of Los Angeles area, as published by the <u>Engineering News Record</u>, McGraw-Hill Construction. The period used to establish the change in the CCI shall be from the Effective Date of the previous year's Agreement to the Effective Date of the current year's project.

3. <u>COMPENSATION</u>

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 $294,500 ("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:

Steve Kirschner, Vice President

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

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

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

B. 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.

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

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

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

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

G. 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.

H. 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:	Hardy & Harper, Inc. 1312 E. Warner Avenue Santa Ana, CA 92705 Fax: (714) 444-2801
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

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Hardy & Harper, Inc.
a California corporation

By: _____
Steve Kirschner, Vice President

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL

COMPANY: Hardy & Harper, Inc.

FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101

B2011-30

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

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	50,000	LF	CONCRETE GRINDING	$ 4.92	$ 246,000-
2	5,500	SF	CONSTRUCT AC RAMPS	$ 5-	$ 27,500-
3	10,000	SF	REPAIR EXISTING AC RAMPS	$ 2-	$ 20,000-
4	1,000	SF	PATCH CONCRETE	$ 1-	$ 1,000-

TOTAL BID PRICE: $ 294,500-
*(Figures)**

TOTAL BID PRICE: two hundred ninety four thousand five hundred dollars
*(Words)**

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

BIDDER'S PROPOSAL
(CONTINUED)

B2011-30

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

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

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

Contractor: Hardy & Harper, Inc.

Date: 7/18/11 By: Steve Kirschner, Vice President

Contractor's State License No. 215952 Class A,C8,C12

Address: 1312 E. Warner Ave.

Santa Ana, CA 92705

Phone: 714-444-1851

Fax: 714-444-2801

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2011-30

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

Addendum No. 1 No Addendums

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

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

Bidder's Signature Steve Kirschner
Vice President

7/18/11
Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA } **B2011-30**
}
COUNTY OF Orange }

Steve Kirschner, being first duly sworn, deposes and says:
(NAME)

1. That he/she is the Vice President
(TITLE)

of Hardy & Harper, 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 FY2011-12 Citywide Sidewalk Ramping and Grinding Program, I-101, B2011-30;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT
(CONTINUED)

B2011-30

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 18th day of July, 2011

Subscribed and Sworn to
before me this _____ day
of _____, 20 ____

_____
Notary Public in and for said
County and State.

(SEAL)

_____
(CONTRACTOR'S SIGNATURE)

Steve Kirschner
(NAME)

Vice President
(TITLE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On July 20, 2011 (Date) before me, Jo-Ann Lyons, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Steve Kirschner (Name(s) of Signer(s)),

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contractor's Affidavit

Document Date: July 18, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner
- ☐ Individual
- ☒ Corporate Officer — Title(s): Vice President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing: Hardy & Harper, Inc.

RIGHT THUMBPRINT OF SIGNER — Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Bond No. HARHA-521

BID BOND (10%)

B2011-30

KNOW ALL MEN BY THESE PRESENTS: That we, Hardy & Harper, Inc. as principal, and International Fidelity Insurance Company as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal sum of Ten Percent of the Total Amount Bid dollars ($ 10%----------), 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. B2011-30**, said work being: the **FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROGRAM, I-101,** 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.

7/13/2011 2:00 PM

WITNESS our hands this 14th day of July, 20 11.

Hardy & Harper, Inc.

PRINCIPAL Steve Kirschner
Vice President

International Fidelity Insurance Company
SURETY/ATTORNEY-IN-FACT

SIGNATURE Dwight Reilly,
Attorney-In-Fact

Name: International Fidelity Insurance Company
Local Address: 13400 Sabre Springs Parkway, Suite 270
San Diego, CA 92128
Phone No.: (858) 513-1795
Fax No.: (858) 513-1876

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On July 20, 2011 (Date) before me, Jo-Ann Lyons, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Steve Kirschner (Name(s) of Signer(s)),

who 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.

JO-ANN LYONS
COMM. #18[illegible]
Notary Public-California
ORANGE COUNTY
My Comm. Expires Apr. [illegible]

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jo-Ann Lyons
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: July 14, 2011 Number of Pages: 1

Signer(s) Other Than Named Above: Dwight Reilly

Capacity(ies) Claimed by Signer(s)

Signer's Name: Steve Kirschner
- ☐ Individual
- ☒ Corporate Officer — Title(s): Vice President
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing: Hardy & Harper, Inc.

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name:
- ☐ Individual
- ☐ Corporate Officer — Title(s):
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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ACKNOWLEDGMENT

State of California
County of Orange)

On July 14th, 2011 before me, Allison Ritto, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly,
who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Allison Ritto

ALLISON RITTO
Commission # 1824932
Notary Public - California
Orange County
23, 2012

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY,** a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

DWIGHT REILLY, RALPH EIDEM, JR., ARTURO AYALA, DANIEL HUCKABAY

Orange, CA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY;** that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

CATHY VAZQUEZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires March, 27, 2014

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 14th day of July, 2011.

Maria H. Franco

Assistant Secretary

LIST OF SUBCONTRACTORS

B2011-30

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: No Subs

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

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

REFERENCES

B2011-30

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1. Name (Firm/Agency): See Attachment A
   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: $ _____

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

Attachment A
Hardy & Harper, Inc.

Owner/Agency	Contact	Project (Amount & End Date)
City of Pasadena 100 N. Garfield Ave. Pasadena, CA 91101	Elvin Jiang, PE (626)744-6912 f. (626)744-7643	2009 Resurfacing of Streets $ 4,473,000.00 12/10
City of Irvine One Civic Center Plaza Irvine, CA 92623-9575	Reza Jarafi, PE (949)724-7545 f. (949)724-6187	Annual Slurry Seal & Rehabilitation – Phase II $ 2,100,000.00 11/10
City of Riverside 3900 Main St. Riverside, CA 92522	Daniel Simmons, PE (951)826-5591 f. (951)712-4952	Harrison St. Rehabilitation–Ward 6 & 7 $ 399,000.00 9/10
City of Rancho Cucamonga 10500 Civic Center Rancho Cucamonga, CA 91730	Shelly Hayes, PE (909)477-2740 f. (909)477-2849	Calle Vejar & Avenida Leon Street Improvements $ 401,000.00 10/10
City of Montebello 1600 W. Beverly Blvd. Montebello, CA 90640	Joe Boada, PE (323)887-1460 f. (323)887-1464	North Garfield Avenue AC Paving Overlay $ 710,000.00 5/10

Attachment A
Hardy & Harper, Inc.

Owner/Agency	Contact	Project (Amount & End Date)
County of Orange 1750 S. Douglass Rd Anaheim, CA 92806	John Dean (714) 955-0241	Annual Asphalt Concrete Pavement Maintenance $1,450,000.00
City of Rancho Palos Verdes 30940 Hawthorne Blvd Rancho Palos Verdes, CA 90275	Ron Dragoo (310) 544-5366	Annual Roadway Maintenance $747,600.00
Placentia-Yorba Linda USD 1301 E. Orangethorpe Ave Placentia, CA 92870	Rick Guadarrama (714) 985-8440	Masonry/Earthmoving/Grading Various Schools $ 1,150,000.00
City of Corona 400 S. Vicente Ave Corona, CA 92882	Dale Lesinski (951) 739-4820	Paving & Asphalt Maintenance $ 125,000.00
City of Mission Viejo 27204 E. La Paz Rd Mission Viejo, CA 92692	Chris Robinson (949) 795-8483	Annual Routine Maintenance Program for R & R Asphalt Pavement $ 751,044.00

REFERENCES
(CONTINUED)

B2011-30

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
Hardy & Harper has performed	work for Torrance within	
the last 5 years.		

Contractor's License No.: 215952 Class: A,C8,C12

a. Date first obtained: 3/13/63 Expiration: 12/31/11

b. Has License ever been suspended or revoked? No

If yes, describe when and why: _____

c. Any current claims against License or Bond? NO

If yes, describe claims: _____

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

NAME	TITLE	LICENSE NO. (If Applicable)
See Attachment B		

Attachment B
Hardy & Harper, Inc.

Corporate Officers

Fred T. Maas, Jr., President, Treasurer, Managing Officer phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705
Dan T. Maas, CEO phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705
Steve Kirschner, Vice President phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705
Kristen S. Paulino, Corporate Secretary phone: (714) 444-1851	1312 E. Warner Avenue Santa Ana, CA 92705

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2011-30

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: N/A

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): _____

   _____

   _____

   _____

   _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

B2011-30

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

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

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

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

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

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

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of August 16, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Project Partners, a California corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide public works inspection services for the FY2011-12 CITYWIDE SIDEWALK RAMPING AND GRINDING PROJECT.

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 and Compensation Schedule 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 August 31, 2012.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Scope of Services and Compensation Schedule attached as Exhibit A, 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 $80,000 ("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.

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:

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

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

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

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

18. SUFFICIENCY OF INSURERS 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:	Project Partners Kimo Look, President 23195 La Cadena Drive, Suite 101 Laguna Hills, CA 92653 Fax: (949) 852-9322
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

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

ATTEST:

_____
Sue Herbers
City Clerk

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

By:_____

Project Partners
a California corporation

By:_____
Kimo Look
President

Attachments: Exhibit A Scope of Services and Compensation Schedule

Revised: 10/29/2008

EXHIBIT A

SCOPE OF SERVICES AND COMPENSATION SCHEDULE

Project Partners

"Partners in Building Engineering Careers and Teams"
www.projectpartners.com

July 28, 2011

Davina Buenavista
Public Works Department
City of Torrance
20500 Madrona Boulevard
Torrance, CA 90509-2970

SUBJECT: PROPOSAL TO PROVIDE INSPECTION SERVICES FOR CITY-WIDE SIDEWALK RAMPING AND GRINDING PROJECT

Dear Ms. Buenavista,

Project Partners is pleased to submit this proposal and is excited about the opportunity to continue to provide the City of Torrance (City) with excellent inspection and support staff services. We are a civil engineering firm that specializes in providing public sector organizations with onsite engineering and inspection services.

We understand the importance of your project and we are ideally suited to assist the City for the following reasons:

- **Proven Technical Experience In Sidewalk Ramping And Grinding Inspections** Project Partners has assisted the City with Sidewalk Ramping and Grinding Inspections for several years. Our inspectors have proven ability to not only meet the City's technical requirement, but have proven effective in addressing citizen issues.

- **Proven Experience of Working Well With The City Of Torrance** Project Partners has been providing water, sewer, and sidewalk inspection for the City since 1999. We have established a long track record of working well with City staff in getting projects done efficiently and cost effectively.

- **Proven Efficient and Cost Effective Solution** - Project Partners is a cost-effective solution with billing rates at a fraction of typical consultant's rates.

APPROACH

Project Partners believes in project-partnering, with the City as its core. This approach achieves a truly integrated team, a strong partnering relationship, and provides the most responsiveness to the City's needs.

To facilitate this, we are proposing an inspection team consisting of a ¾ time, as-needed inspector. This means, our inspector, on average, is scheduled to be on-site about 6 hours per day. However, to ensure the City has the flexibility it needs, our inspector can be called upon to assist the City up to 8 hours per day during periods when greater workloads are present. This not only will allow for greater flexibility in the project operations, but equally important, provide comprehensive inspection coverage.

23195 La Cadena Dr.
Suite 101
Laguna Hills, CA 92653

phone 949.852.9300
fax 949.852.9322

SCOPE OF WORK

Project Partner's Inspector will accomplish the following:

- Walk the previous day's sidewalk repair areas and inspect each sidewalk repair for conformance with the specifications, workmanship, neatness, and appearance.
- Review daily the current construction activities and check project signs, traffic control and general condition of the work areas, coordinating with the contractor and the citizens as needed.
- Assist the City in handling Citizen requests for sidewalk evaluation or repair.
- Receive and review the repair Data Sheets for the contractor detailing the previous day's work.
- Provide data input and update of City specified details and information
- Review and note any corrections to quantities on the repair data sheets and coordinate with the contractor to affect immediate resolution of the corrections.

For purposes of this proposal, it is assumed that the inspector will have a small work area which will include a desk and a phone.

PROPOSED INSPECTOR: Mr. Kamyar Amjadi

Mr. Kamyar Amjadi will be our lead inspector and has been doing sidewalk inspection for the City for 6 years. He has a proven record not only with the sidewalk inspection, but with working with City staff. Mr. Amjadi will be assisted by a support staff person to provide part-time data input and update functions.

HOURLY BILLING RATES AND FEES

Project Partners billing rates for the proposed inspector are $57.25 per hour.

Inspector Classification	Hourly Billing Rate for 2011 - 2012
Inspector I	$57.25

Project Partners billing rates are adjusted annually in January of each year. Our billing rates include expenses: vehicle mileage, cell phone and portable device to input data in the field.

Again I would like to thank you for considering our services and should you have any questions or desire additional information, please do not hesitate to call at any time. We look forward to working with you and your staff.

Sincerely,

Kimo Look, P.E.
Project Partners