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

Members of the Council:

SUBJECT: Public Works – Award Consulting Services Agreement for the Residential and Arterial Pavement Improvement, I-159/I-139. Expenditure: $322,320 (Non-General Fund)

RECOMMENDATION

Recommendation of the Public Works Director that City Council award a Consulting Services Agreement to NV5, Inc. of Irvine, CA (B2019-40) in an amount not-to-exceed $322,320 to perform construction inspection services for the Residential and Arterial Pavement Improvement, I-159/I-139 project for a one-year period beginning October 15, 2019 and ending on October 14, 2020.

FUNDING

Funding is available from the following sources:

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Slurry Seal Program, I-159 Measure M Local Return</td>
<td>$161,160.00</td>
</tr>
<tr>
<td>Arterial Street Pavement Sealing Program, I-139 Measure R Local Return</td>
<td>$161,160.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$322,320.00</strong></td>
</tr>
</tbody>
</table>

BACKGROUND

The Residential Slurry Seal Program, I-159 ("I-159 Program") and Arterial Street Pavement Sealing Program, I-139 ("I-139 Program") encompass two separate, multi-year annual Capital projects. Each project provides scheduled preservation treatment to asphalt roadways, with the I-159 Program targeting residential roadways and the I-139 Program targeting certain arterial roadways. Each year, the projects are constructed simultaneously for cost effectiveness, to reduce overall project management efforts, and to simplify construction scheduling. Under the 2019 program, slurry seal will be applied to approximately 5 million square feet of residential roadways, 1.2 million square feet of arterial roadways, and 4 City parking facilities. Additionally, asphalt concrete overlays will be applied to approximately 445,000 square feet of residential roadways and 575,000 square feet of arterial roadways. The project will also include repairs to curb, gutter, sidewalk and tree removal/replacements prior to the application of slurry seal and cold mill and overlay.

Full-time inspection is required for one hundred and forty (140) working days, including some weekends during the construction phase of the project. Additionally, due to the various City-wide locations and multiple phases of work that will be done simultaneously, more than one
inspector is required to sufficiently track the work. Therefore, it was anticipated that City Inspection staff would perform the majority of the inspection duties and consulting services would be sought to supplement City staff on an as-needed basis.

RFP ADVERTISEMENT AND EVALUATION

A Request for Proposals (RFP) for construction inspection services was issued in July 2019. Initially, consulting services for only one inspector was sought to supplement City Inspection staff. However, during the advertisement period, staff became aware that City Inspection staff would not be available after October due to other priority project commitments. Therefore, an addendum was issued to increase the number of hours for inspection and to reserve the right to select two inspectors from one or more firms.

A total of seven proposals were received on August 12, 2019. The request for proposals contained a defined, weighted criteria in which the proposals were evaluated. The evaluation team was made up of three staff members who independently rated each proposal and assigned up to a maximum of 100 points per inspector per proposal. The three independent ratings were averaged and the four highest-rated inspectors were interviewed and ranked. The rankings were made public on the City Clerk's website a minimum of two weeks prior to the anticipated Council date for approval. All vendors were notified of the rankings.

The criteria established for the request for proposals for construction inspection services was as follows:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>MAXIMUM POINTS</th>
<th>AVERAGE POINTS (Alphabetical Order)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm’s qualifications and experience with Public Works construction projects; and completeness of RFP</td>
<td>20</td>
<td>Anderson/Penna Partners, Inc. 21.3</td>
</tr>
<tr>
<td>Proposed Inspector’s qualifications</td>
<td>30</td>
<td>Anderson/Penna Partners, Inc. 28.0</td>
</tr>
<tr>
<td>Proposed Inspector’s experience with similar projects</td>
<td>30</td>
<td>Anderson/Penna Partners, Inc. 25.0</td>
</tr>
<tr>
<td>Proposed wage rates and/or fees (Cost) (prevailing wage rates)</td>
<td>20</td>
<td>Anderson/Penna Partners, Inc. 13.0</td>
</tr>
<tr>
<td>Maximum Total Points</td>
<td>100</td>
<td>Anderson/Penna Partners, Inc. 87.3</td>
</tr>
</tbody>
</table>

Due to the size and various locations of the project, the request for proposals was written so that multiple inspectors could be chosen from one or more firms. From the City’s evaluation process, it was determined that two inspectors from NV5, Inc. of Irvine, CA were the highest ranked because of their qualifications and experience with similar projects. The proposal price for each inspector was $161,160 from NV5, Inc. Therefore, the total amount to be awarded is $322,320.
It should be noted that two of the seven proposals (Wallace & Associates and Converse Consultants) failed to include the addendum that was issued which increased the total number of working hours for the project. However, using their respective labor cost per hour rates, their total cost was adjusted in order to evaluate the proposals appropriately since “Cost” amounted to 20% of the evaluation criteria.

The final ranking is as follows:

<table>
<thead>
<tr>
<th>RANKING</th>
<th>VENDOR NAME</th>
<th>CITY</th>
<th>STATE</th>
<th>EVALUATION SCORE</th>
<th>PROPOSAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NV5, Inc.</td>
<td>Irvine</td>
<td>CA</td>
<td>92.3</td>
<td>$161,160.00</td>
</tr>
<tr>
<td>2</td>
<td>Wallace &amp; Associates Consulting, Inc.*</td>
<td>Corona</td>
<td>CA</td>
<td>92.0</td>
<td>$160,500.00</td>
</tr>
<tr>
<td>3</td>
<td>Onward Engineering</td>
<td>Anaheim</td>
<td>CA</td>
<td>89.6</td>
<td>$145,890.00</td>
</tr>
<tr>
<td>4</td>
<td>FCG Consultants</td>
<td>Yorba Linda</td>
<td>CA</td>
<td>89.3</td>
<td>$147,730.00</td>
</tr>
<tr>
<td>5</td>
<td>AndersonPenna Partners, Inc.</td>
<td>El Segundo</td>
<td>CA</td>
<td>87.3</td>
<td>$192,348.00</td>
</tr>
<tr>
<td>6</td>
<td>Converse Consultants*</td>
<td>Monrovia</td>
<td>CA</td>
<td>79.3</td>
<td>$161,160.00</td>
</tr>
<tr>
<td>7</td>
<td>Murow Construction Oversight</td>
<td>Irvine</td>
<td>CA</td>
<td>71.7</td>
<td>$190,710.00</td>
</tr>
</tbody>
</table>

* Proposal Price adjusted to increase to the total number of working hours per Addendum No. 1 using their respective labor cost per hour rate.

The recommended Consulting Services Agreement with NV5, Inc. will provide the required construction inspection services for this project. Public Works engineering staff will perform construction management and administration.

Construction began on September 13, 2019 and City staff is currently performing inspection services through the end of October 2019. With the approval of this item, inspection duties would be transferred to NV5, Inc. in November 2019 and continue until project completion.

Respectfully submitted,

CRAIG BILEZERIAN
Public Works Director

By Beth Overstreet
Engineering Manager

CONCUR: 
Craig Bilezerian
Public Works Director

LeRoy J. Jackson
City Manager

Attachments:  
A. Project Location Map  
B. Consulting Services Agreement – NV5, Inc.
2019 RESIDENTIAL AND ARTERIAL PAVEMENT IMPROVEMENT, I-159/I-139

PROJECT LOCATION MAP

AREA 1A
(RESIDENTIAL)
SLURRY SEAL &
COLDMILL & OVERLAY

AREA 3E
(CRENSHAW BLVD)

AREA 3D
(DOMINGUEZ ST)

AREA 2B
(CARSON ST)
COLDMILL & OVERLAY

AREA 2C
(MADRONA AVE / PRAIRIE AVE)
COLDMILL & OVERLAY

AREA 3B
(PALOS VERDES BLVD)
SLURRY SEAL

AREA 3A
(PALOS VERDES BLVD)
COLDMILL & OVERLAY

AREA 2A
(HAWTHORNE BLVD)
COLDMILL & OVERLAY

AREA 1B
(REIDENTIAL)
SLURRY SEAL &
COLDMILL & OVERLAY

AREA 1C
(REIDENTIAL)
SLURRY SEAL &
COLDMILL & OVERLAY

AREA 2D
(VAN NESS AVE)
SLURRY SEAL &
COLDMILL & OVERLAY

AREA 2E
(VAN NESS AVE)
SLURRY SEAL

3G AREA
(CRENSHAW BLVD)

LEGEND

SCHOOL
PARK

-- CITY LIMIT

PROJECT LOCATION MAP DESCRIPTION:

1. RESIDENTIAL SLURRY SEAL PROGRAM, I-159
2. ARTERIAL STREET PAVEMENT SEALING PROGRAM, I-139
3. ADDITIONAL WORK

CITY OF TORRANCE - PUBLIC WORKS DEPARTMENT
CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of October 15, 2019 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and NV5, Inc., a California corporation ("CONSULTANT").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to provide construction support services for the 2019 Residential and Arterial Pavement Improvement I-159/I-139.

B. In order to obtain the desired services, CITY has circulated its Request for Proposal for Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139, RFP No. B2019-40 (the "RFP").

C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services and install those materials listed in CONSULTANT’s Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B. CONSULTANT warrants that all work and services set forth in the Proposal 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 October 14, 2020.

3. COMPENSATION

A. CONSULTANT’s Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $322,320 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

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

4. TERMINATION OF AGREEMENT
A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, 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 termination for CITY's convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on 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 CONSULTANT, CITY may, at the expense of CONSULTANT, 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 CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT from liability for the default. Under these circumstances, however, CONSULTANT 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 CITY as against CONSULTANT then existing, or that 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 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (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 CITY determines to be so serious and compelling as to affect CONSULTANT’s responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then 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. 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 will be excused for a period equal to the period of that 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 acts or omissions 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:

   Jeffrey M. Cooper, Director of Infrastructure  
   Peter Salgado, Director of Construction Management

9. **INDEPENDENT CONTRACTOR**
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 CONSULTANT or any of CONSULTANT’s employees, except as otherwise set forth in this Agreement. CONSULTANT’s agents and employees are not and shall not be considered employees of CITY for any purpose. 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. CITY has no duty, obligation, or responsibility to CONSULTANT’s agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT’s agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT’s failure to comply with CONSULTANT’s duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT’s obligations under the Affordable Care Act relating to CONSULTANT’s agents and employees.
10. **BUSINESS LICENSE**  
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 required 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 the 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 CONSULTANT's time pertaining to the project, and records of accounts between CITY and 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 work and services identified in Exhibit A. 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 Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") 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
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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, subCONSULTANTs or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. 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 sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES
No officer or employee of CITY will be personally liable to 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 and its subCONSULTANTs must maintain for the duration of the Agreement at their 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. Commercial General Liability including coverage for premises, products and completed operations, independent CONSULTANTs/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $2,000,000 per occurrence, $4,000,000 aggregate.

3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of ($1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.
B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. CITY, the Successor Agency to the Former 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 insureds under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

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

F. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

G. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONSULTANT.

H. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

18. SUFFICIENCY OF INSURERS
Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated “A” 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 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 affects the officer or employee’s financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

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

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

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

   2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a 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: NV5, Inc.
163 Technology Drive, Suite 100
Irvine, CA 92618
Fax: 949-585-0433

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
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 by any other rule of construction that might otherwise apply. To the extent that the terms of the RFP or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

24. SEVERABILITY
If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.
25. **TIME OF ESSENCE**
   Time is of the essence in the performance of this Agreement.

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
   CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**
   No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the first 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 persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, 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 CONSULTANT is bound.

32. **PUBLIC RECORDS ACT**
   Any documents submitted by the CONSULTANT; all information obtained in connection with the CITY's right to audit and inspect the CONSULTANT's documents, books, and accounting records pursuant to paragraph 14 CONSULTANT's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract become the exclusive property of the City. All such documents become a matter of public
record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the CONSULTANT agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

CITY OF TORRANCE, a municipal corporation

By: ____________________________

Patrick J. Furey, Mayor

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: ____________________________

Della Thompson-Bell
Deputy City Attorney

Attachments: Exhibit A Request for Proposals
Exhibit B Proposal

Rev. 0819
EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]
Request for Proposals (RFP)
City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2019-40  RFP for Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139

RFP Submittal Information
Proposals may be mailed or hand delivered. No faxed proposals will be accepted.
Late proposals will not be accepted. No Exceptions

Location: Office of the City Clerk
3031 Torrance Blvd.
Torrance, CA 90503

Date: Monday, August 12, 2019
Time Deadline: 3:00 p.m. Local (Pacific) Time

Submittal Requirements
A FIRM PREVIOUSLY HIRED BY THE CITY TO PERFORM ENGINEERING DESIGN SERVICES FOR THIS PROJECT IS NOT ALLOWED TO PROPOSE OR PROVIDE ITS SERVICES FOR THE CONSTRUCTION PHASE.

An original plus three (3) printed copies of your RFP submittal must be submitted in a sealed envelope and marked with the RFP number and title by the deadline time deadline listed above. Your submittal must include the following:

- Complete Proposal
- Cover Letter
- Resumes of at least two (2) but no more than three (3) qualified candidates/inspectors
- Vendor’s Response (Section III of this document pages 11 through 17) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer’s Affidavit (Attachment 1)
- Addenda, if any issued by the City
- Proposed Alternative language to City’s Pro Forma Consulting Services Agreement, if applicable (Attachment 2)

Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

Prior to the award of a Contract
The successful vendor, must submit the following to the City of Torrance

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

Questions Regarding this RFP Must be Submitted in the Form of an E-Mail
- Your E-mail must include the RFP number and RFP title in the subject heading.
- The deadline to submit questions is 12:00 Noon Pacific Time on Monday, August 5, 2019.
- Your questions should be directed to:
  Brenda Moun
  Associate Engineer
  BMoun@TorranceCA.gov
Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 3:00 p.m. on Monday, August 12, 2019. An original and three (3) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: “RFP for Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139, RFP No. B2019-40”.

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is boarded by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles, 329 miles of Streets, 1870 intersections, 550 miles of sidewalks, 47,000 Street Trees, 6 Public Libraries, a Municipal Airport, Transit System, 46 Parks & Recreation Amenities, 6 Fire Stations, 1 Police Station and 1 Police Community Center, and has an estimated population of approximately 146,115, which makes Torrance one of the top 10 cities in Los Angeles County in regards to population.

Background:

The City of Torrance Public Works Department is requesting proposals from qualified firms to provide Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139. Interested Firms must propose a minimum of two (2) but no more than three (3) qualified candidates/inspectors.

The contract total is $6.3M, not including inspection.

The project is anticipated to commence September 2019 and continue through May 2020.

Definitions:

<table>
<thead>
<tr>
<th>Word</th>
<th>Definition as applied to this RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>The City of Torrance, California</td>
</tr>
<tr>
<td>Vendor, Contractor, Proposer, Firm or Consultant</td>
<td>The person, firm, company or corporation providing services to the City, or submitting a proposal in response to this RFP</td>
</tr>
<tr>
<td>Contract, Purchase Order, Agreement, Purchasing Agreement</td>
<td>The agreement between the awarded Vendor and the City as a result of this Request for Proposals</td>
</tr>
</tbody>
</table>

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked “RFP for Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139, RFP No. B2019-40” and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.
Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Questions:

Questions must be submitted in writing via email to Brenda Moun, Associate Engineer at BMoun@TorranceCA.gov by 12:00 P.M Noon, local Pacific time on Monday, August 5, 2019. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known prospective proposers as an addendum to the RFP.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Errors and Omissions:

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

Proposers Examination of Requirements:

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

Reservation:

This contract will be awarded for the full amount, but the City reserves the right to utilize the construction inspection services on an as needed basis. As needed basis may be full time or part time construction inspection during the contract term and may include night time work. This may result in a reasonable reduction of the number of hours estimated in the Price Proposal Cost Breakdown to Provide the Services Required in this RFP table in Section III of this RFP, at the City’s discretion.

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

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

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation.

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

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

The City reserves the right to examine all factors bearing on a Proposer’s ability to perform the services under
the contract. The City reserves the right to reject any proposal not accompanied with all data or information
required. The City reserves the right to cancel this solicitation, without penalty, at its sole discretion.

Affidavit:

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

Evaluation of Proposals:

The City will be the sole determiner of suitability to the City’s needs. Proposals will be rated according to their
completeness and understanding of the City’s needs, conformance to the requirements of the technical
specifications, compatibility with the City’s current technology and operations, prior experience with similar
scope of work, financial capabilities, delivery, and cost. Cost including any ongoing maintenance and support
cost will be reviewed to determining which proposal best meets the needs of the City.

The City will take into consideration a local Torrance vendor sales tax rebate of 1% for proposals submitted by
a Torrance vendor that include a material component.

The City’s project evaluation team will evaluate proposals based on the evaluation criteria listed below. Points
will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked and that ranking will
be made public.

Subsequently, the City may interview a qualified Firm, prior to deciding whether or not to recommend the
award of an Agreement.

<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM POINTS</th>
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<tbody>
<tr>
<td>Firm’s qualifications and experience with Public Works construction projects; and completeness of RFP</td>
<td>20</td>
</tr>
<tr>
<td>Proposed Inspector’s (s’) qualifications</td>
<td>30</td>
</tr>
<tr>
<td>Proposed Inspector’s (s’) experience with similar projects</td>
<td>30</td>
</tr>
<tr>
<td>Proposed wage rates and/or fees (see Submittal Requirements for prevailing or non-prevailing wage rates)</td>
<td>20</td>
</tr>
<tr>
<td>Maximum Total Points =</td>
<td>100</td>
</tr>
</tbody>
</table>

The Contract:

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

**Contract Term:**

The contract will be for a period of one (1) year, from the date approved by City Council.

**Prevailing Wage:**

The State of California Senate Bill 7 (SB7) applies to construction contracts over $25,000 and contracts for alteration, demolition, repair and maintenance over $15,000. There are no exemptions. The contract issued as a result of this RFP is subject to prevailing wage. This bid is subject to prevailing wage rates. Current prevailing wage determinations rates may found at the State of California Dept. of Industrial Relations website [http://www.dir.ca.gov/oprl/DPreWageDetermination.htm](http://www.dir.ca.gov/oprl/DPreWageDetermination.htm)

**Contractor Registration the State of California Senate Bill 854 (SB854):**

- No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5
- No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid by public funds
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- For additional information and to register online go to [http://www.dir.ca.gov/Public-Works/PublicWorks.html](http://www.dir.ca.gov/Public-Works/PublicWorks.html)

**Independent Contractor:**

The successful proposer is, and will at all times 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 the awarded Agreement. The Contractor’s agents and employees are not and will not be considered employees of the City for any purpose. 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. The City has no duty, obligation, or responsibility to the Contractor’s agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor’s agents and employees. The City is not responsible and will not be held liable for the Contractor’s failure to comply with the Contractor’s duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor’s obligations under the Affordable Care Act relating to the Contractor’s agents and employees.

**Payments:**

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

Suspension of Procurement:

The City may suspend, in writing all or a portion of the procurement of materials or services pursuant to this RFP and subsequent contract agreement, in the event unforeseen circumstances make such procurement impossible or infeasible, or in the event City should determine it to be in the best interest of City to cancel such procurement of services or materials.

In the event of termination, selected Proposer will perform such additional work as is necessary for the orderly filing of documents, and closing of project.

The selected Proposer will be compensated for the terminated procurement on the basis of materials or services actually furnished or performed prior to the effective date of termination, plus the work reasonably required for filing and closing.

Notice:

Whenever it will be necessary for either party to serve notice on the other respecting the Agreement, such notice will be served by personal delivery or by certified mail to the following addresses, unless and until different addresses may be furnished in writing by either party or the other, and such notice will be deemed to have been served within seventy-two (72) hours after the same has been deposited in a United States Post Office by certified mail or has been delivered personally, and will be valid and sufficient service of notice for all purposes:

CITY: City Clerk
       City of Torrance
       3031 Torrance Boulevard
       Torrance, CA 90503

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposer’s of its intent to award. Results will be posted on the City of Torrance Web site: http://www.torranceca.gov

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/home/showdocument?id=32088

Insurance:

Submission of a proposal indicates that the firm(s) currently has, or will, if selected, meet the City’s insurance requirements set forth in Agreement including, but not limited to:

- Certificate of Insurance. Proof of insurance is not required to be submitted with the Proposal, but will be required prior to the City’s execution of the contract.

- Licensed Insurer. All policies of insurance shall be maintained with insurers authorized to transact business (i.e. admitted) in the State of California so as to provide access to the California Insurance Guaranty Association and other state regulations and have a “Best’s Guide” rating of A:VII or better.
See Section 17 of the Consulting Services Agreement, attached hereto as Attachment 2, for details regarding insurance.
Overview/Introduction:

The City of Torrance is requesting proposals from qualified vendors for Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139.

The program will perform pavement improvements to three (3) residential neighborhoods as well as five (5) arterial streets and four (4) City parking lots. Asphalt preservation and repair methods include applying slurry seal, cold mill and overlay, and localized pavement repairs (dig-outs). Additional improvements include tree removals and replacements, concrete repairs to curb, gutter, sidewalk, driveways, alley intersections, access ramps and cross gutters.

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RPF. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

The Project Location Map may be found on the City of Torrance Web site: https://www.torranceca.gov/our-city/public-works/civil-and-traffic-engineering/capital-improvement-projects/2019-residential-slurry-seal-program-i-159-and-arterial-street-pavement-sealing-program-i-139

Construction is anticipated to commence in September 2019 and continue through May 2020 with 140 Working Days.

Scope of Work:

The selected inspector will be required for eight (8) hours per day, Monday through Friday and after hours and on weekends, if needed.

A qualified candidate must have a minimum of 5 years' experience with Public Works construction projects including construction inspection experience with slurry seal, cold mill and overlay and concrete improvement projects. Candidates will have completed at a minimum three (3) projects of similar work and must be familiar with the Standard Specifications for Public Works Construction (SSPWC “Greenbook”) and the Standard Specification of the State of California Department of Transportation (Caltrans).

As a minimum for the project, qualified persons must be able to perform the following:

- Assist City staff with the overall construction management/inspection of this project.
- Monitor the Contractor's compliance with the project Contract and Specifications.
- Assist City staff with public relations, including distributing construction notices and responding to inquires of residents and the general public.
- Attend the pre-construction meeting and subsequent weekly field meetings as needed.
- Assist City staff with assessment of existing pavement condition and recommendation of dig-out locations.
• Assist in the review of Contractor’s submittals, including proposed construction schedules and other
submittals required by the project Plans and Specifications.

• Ensure the Contractor adheres to the approved construction schedule.

• Be present on the job site when construction is in progress, and when required.

• Coordinate, provide assistance, and direction to technicians performing material tests, as needed.

• Measure and verify the project pay item quantities, in-place. All pay item quantities must be confirmed
with the Contractor prior to submission of invoice for payment.

• Review the Contractor’s invoices.

• Assist in the review and processing of Requests for Information (RFIs), Change Orders, and approved
Time and Materials work.

• Prepare daily inspection reports (Daily Activity Report, Weekly Statement of Working Days, etc.), as
required for the project.

• Review traffic control and coordinate any adjustments, as needed.

• Identify items requiring corrective action by either the Contractor or City, and ensure compliance of such.

• Perform interviews to confirm certified payrolls for prevailing wages.

• Develop “Punch List” items and monitor corrections made.

• Take notes at meetings.

The above list will serve to establish a baseline for construction inspection services required for this project.

Cost and Cost Effectiveness:

Services and construction classifications governed by prevailing wages must be proposed as such for the
projects. A proposal must provide the following individually listed hourly rates: weekday, weekday overtime,
Saturday, Saturday overtime, Sunday, and Sunday overtime.

Proposal Submittal:

The proposal must contain the following:

I. Cover Letter

II. Resumes of at least two (2) but no more than three (3) qualified candidates/inspectors:
   a. Qualifications
   b. List of education, licenses, and/or certifications
      i. Recent inspection experience
      ii. List similar projects – include project cost and completion dates
      iii. Describe relevant work performed on each project
III. Proposal Submittal (Section III of this document pages 11 through 17):
   a. Firm’s Background and Recent Experience with Similar Projects (include projects that proposed
      Inspectors have worked on)
   b. Firm’s References
   c. Candidate’s References
   d. Wage Rates as applicable for each project

IV. Proposer’s Affidavit (Attachment 1)

V. Addenda, if issued by City

VI. Proposed Alternative Language to City’s Pro Forma Consulting Services Agreement (if applicable)

Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be
evaluated.
In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

**RFP Submitted By:**

<table>
<thead>
<tr>
<th>Name of Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>Zip Code</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
<tr>
<td>Fax Number</td>
</tr>
<tr>
<td>Printed Name/Title</td>
</tr>
<tr>
<td>E-Mail Address</td>
</tr>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

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

- Corporation
- Partnership
- Sole Proprietorship
- Other: ________________________________

**Do you have a Parent Company?**

- No
- Yes, __________________ (Name of Parent Company)

**Do you have any Subsidiaries?**

- No
- Yes, __________________ (Name of Subsidiary Company)

**Business History:**

Years in business under your current name and form of business organization? _______ Years

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

______________________________

**Contact for Additional Information:**

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

<table>
<thead>
<tr>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>E-Mail Address</td>
</tr>
</tbody>
</table>

11
Proposal Submittal (continued):

Vendor Name: ____________________________________________

Addenda Received: Please indicate addenda information you have received regarding this RFP:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

☐ No Addenda received regarding this RFP.

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

Do you offer any discounted invoice terms? ____________________________

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

__________________________________  ____________________________________
Name                                           Title

__________________________________  ______________________________
Telephone Number                          Fax Number               Email Address
Proposal Submittal (continued):

Vendor Name: ________________________________________________________

Contract Representative:
Please provide the name of the individual at your company who will be responsible for administering this contract.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>Fax Number</td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
</tbody>
</table>

Sub Contractors:
If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

☐ Yes, we will be using sub contractors and have listed their contact information below.

☐ No, we will not be using any sub contractors for this project.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Name of Contact</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number</td>
<td>Fax Number</td>
<td>Email Address</td>
</tr>
</tbody>
</table>

Please explain the working relationship between your company and the sub contractor.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Proposal Submittal (continued):

Vendor Name:__________________________________________________________

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
Proposal Submittal (continued):

Vendor Name: ____________________________

References:

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. **Don't include the City of Torrance as a reference for this RFP.**

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td></td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td></td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td></td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td></td>
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<td>Name of Company/Agency:</td>
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<td>Street Address:</td>
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<td>City, State Zip Code:</td>
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<td>What Product/Service did you provide to this Company/Agency?</td>
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<td>Name of Person to Contact:</td>
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<td>Phone Number of Contact:</td>
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<td></td>
</tr>
</tbody>
</table>
Proposal Submittal (continued):

**Vendor Name:** ____________________________

<table>
<thead>
<tr>
<th>RFP Scope of Work Questions</th>
<th>Indicate what page in your proposal you have answered this question.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Did you include original and three (3) copies of your RFP Submittal?</td>
<td>□ Yes □ No</td>
</tr>
<tr>
<td>Did you include a signed Affidavit Form with your RFP Submittal?</td>
<td>□ Yes □ No</td>
</tr>
</tbody>
</table>
| Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 13 of this RFP? | □ Yes □ No  
Page ___ of our submittal. |
| Did you complete a project proposal as described in the Technical Requirements?             | □ Yes □ No                                                          |
| Did you include all addenda if any issued by the City?                                      | □ Yes □ No                                                          |
| Did you include resumes of at least two (2) but no more than three (3) qualified candidates? | □ Yes □ No  
Page ___ of our submittal. |
| Did you include References for the firm and for each candidate?                            | □ Yes □ No  
Page ___ of our submittal |
| Are your Wage Rates (Prevailing) Included?                                                  | □ Yes □ No  
Page ___ of our submittal |
| Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable) | □ Yes □ No  
Page ___ of our submittal |
Proposal Submittal (continued):

Vendor Name: __________________________________________

Price Proposal Cost Breakdown To Provide the Services Required in this RFP
RFP for Construction Support Services for the 2019 Residential
and Arterial Pavement Improvement, I-159/I-139
(Hours are anticipated. The City will only pay for actual hours worked)

<table>
<thead>
<tr>
<th>Description</th>
<th>No. of Hours</th>
<th>Labor Cost/hr ($)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspector’s Weekday Rate</td>
<td>1000</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Inspector’s Weekday Overtime Rate</td>
<td>50</td>
<td>$</td>
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<tr>
<td>Inspector’s Saturday Rate (up to 8 hours)</td>
<td>16</td>
<td>$</td>
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<tr>
<td>Inspector’s Saturday Overtime Rate (beyond 8 hours)</td>
<td>8</td>
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</tr>
<tr>
<td>Total Price Proposal</td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

being first duly sworn deposes and says:

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

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

__________________________________________
(Title of RFP)

2. That the proposal is genuine; that all statements of fact in the proposal are true;

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

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

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

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

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

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this _____ day of ________________, 20____.

                          __________________________
                          (Proposer Signature)

                          __________________________
                          (Title)
CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: August 1, 2019

TO

2019 RESIDENTIAL AND ARTERIAL PAVEMENT IMPROVEMENT, I-159/I-139
B2019-40

Note the following changes and/or additions to the Request for Proposals (RFP) for the project indicated above. The proposer shall execute the Certification at the end of this addendum, and shall attach all pages of this addendum to the submitted Proposal. In addition, the proposer shall complete the “Addenda Received” table on Sheet 12 of the original RFP.

A. REFER TO THE REQUEST FOR PROPOSAL. SEE PAGES NOTED BELOW OF EACH.

Request for Proposal pages 3 and 17 (2 pages) are hereby deleted and replaced with the new Request for Proposal pages 3, Addendum 1 and 17, Addendum 1 (2 pages) which is attached to this Addendum. A Proposer must use the new Request for Proposal pages 3, Addendum 1 and 17, Addendum 1 for its proposal.

B. ATTACHMENT 2: CITY’S PRO FORMA CONSULTING SERVICES AGREEMENT.

Request for Proposal page 1 City’s Pro Forma Consulting Services Agreement was not included and is hereby attached to this Addendum.

By Order of the Engineering Manager,

[Signature]

ELIZABETH OVERSTREET
Engineering Manager
PROPOSER'S CERTIFICATION

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

______________________________________________________________________________
Bidder

______________________________________________________________________________
By _______________________________ Date _______________________________

***** Submit this executed form with the proposal *****

Please fill out and submit the "Addenda Received" table on Sheet 12 of the original RFP.
Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Questions:

Questions must be submitted in writing via email to Brenda Moun, Associate Engineer at BMoun@TorranceCA.gov by 12:00 P.M Noon, local Pacific time on Monday, August 5, 2019. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known prospective proposers as an addendum to the RFP.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Errors and Omissions:

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

Proposers Examination of Requirements:

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

Reservation:

This contract will be awarded for the full amount, but the City reserves the right to utilize the construction inspection services on an as needed basis. As needed basis may be full time or part time construction inspection during the contract term and may include night time work. This may result in a reasonable reduction of the number of hours estimated in the Price Proposal Cost Breakdown to Provide the Services Required in this RFP table in Section III of this RFP, at the City's discretion.

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

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

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation. The City also reserves the right to select multiple inspectors from one or more firms.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality.
Proposal Submittal (continued):

Vendor Name: ________________________

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</table>
CONSULTING SERVICES AGREEMENT

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

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONSULTANT to insert brief description of services.

B. In order to obtain the desired services, CITY has circulated its Request for Proposal for insert brief title of RFP, RFP No. insert RFP No. (the "RFP").

C. CONSULTANT has submitted a Proposal (the "Proposal") in response to the RFP. In its Proposal CONSULTANT represents that it is qualified to perform those services requested in the RFP. Based upon its review of all proposals submitted in response to the RFP, CITY is willing to award this Agreement to CONSULTANT.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT
   CONSULTANT will provide the services and install those materials listed in CONSULTANT's Proposal submitted in response to the RFP. A copy of the RFP is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.
   CONSULTANT warrants that all work and services set forth in the Proposal 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 .

3. COMPENSATION
   A. CONSULTANT's Fee.

       For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule set forth in the Proposal; provided, however, that in no event will the total amount of money paid CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of $insert dollar amount ("Agreement Sum"), unless otherwise first approved in writing by CITY.

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

4. TERMINATION OF AGREEMENT
   A. Termination by CITY for Convenience.

   1. CITY may, at any time, terminate the Agreement for CITY’s convenience and without cause.

   2. Upon receipt of written notice from CITY of such termination for CITY’s convenience, 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 termination for CITY’s convenience, CONSULTANT will be entitled to receive payment for work executed, together with costs incurred by reason of the termination, along with reasonable overhead and profit on 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 CONSULTANT, CITY may, at the expense of 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 CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances,
however, 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 CITY as against CONSULTANT or its surety then existing, or that 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 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (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 CITY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then 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. 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 will be excused for a period equal to the period of that 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 acts or omissions 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**
City Representative is designated as the “City Representative,” authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to 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:

   Representative 1
   Representative 2

9. **INDEPENDENT CONTRACTOR**
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 CONSULTANT or any of CONSULTANT's employees, except as otherwise set forth in this Agreement. CONSULTANT’s agents and employees are not and shall not be considered employees of CITY for any purpose. 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. CITY has no duty, obligation, or responsibility to CONSULTANT's agents or employees under the Affordable Care Act. CONSULTANT is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONSULTANT’s agents and employees. CITY is not responsible and shall not be held liable for CONSULTANT’s failure to comply with CONSULTANT’s duties, obligations, and responsibilities under the Affordable Care Act. CONSULTANT agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONSULTANT’s
obligations under the Affordable Care Act relating to CONSULTANT’s agents and employees.

10. **BUSINESS LICENSE**
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 required 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 the 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 CONSULTANT’s time pertaining to the project, and records of accounts between CITY and 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 work and services identified in Exhibit A. 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 Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively “City Affiliates”) 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 CONSULTANT, its officers, employees, agents, subCONSULTANTs or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. 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 sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

16. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**
No officer or employee of CITY will be personally liable to 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 and its subCONSULTANTs must maintain at their 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. **Commercial General Liability** including coverage for premises, products and completed operations, independent CONSULTANTs/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $2,000,000 per occurrence, $4,000,000 aggregate.
3. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of ($1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

C. CITY, the Successor Agency to the Former 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 insureds under the automobile and general liability policies.

D. CONSULTANT must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

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

F. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

G. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONSULTANT.

H. CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.
18. **SUFFICIENCY OF INSURERS**
Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" 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 a 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:  
   CONSULTANT'S NAME AND ADDRESS
   Fax: INSERT FAX NUMBER

   CITY:  
   City Clerk
   City of Torrance
   3031 Torrance Boulevard
   Torrance, CA 90503
   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.
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 by any other rule of construction that might otherwise apply.

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

25. **TIME OF ESSENCE**
Time is of the essence in the performance of this Agreement.

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

27. **COMPLIANCE WITH STATUTES AND REGULATIONS**
CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. **WAIVER OF BREACH**
No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party’s consent or approval of any act by the other party requiring the first 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 persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, 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 CONSULTANT is bound.

32. **PUBLIC RECORDS ACT**
Any documents submitted by the CONSULTANT; all information obtained in connection with the CITY’s right to audit and inspect the CONSULTANT’s documents, books, and accounting records pursuant to paragraph 14 CONSULTANT’s Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the CONSULTANT agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Type of Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF TORRANCE, a municipal corporation</td>
<td></td>
</tr>
</tbody>
</table>

By: ______________________

Signer
Title

ATTEST:

<table>
<thead>
<tr>
<th>By: ______________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca Poirier, MMC</td>
</tr>
</tbody>
</table>
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney
EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]
EXHIBIT B

PROPOSAL

[To be attached]
August 12, 2019
City of Torrance
Attn: Brenda Moun, Associate Engineer
3031 Torrance Boulevard
Torrance, CA 90503

SUBJECT: Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139

Dear Ms. Moun,

NV5, Inc. is excited to have the opportunity to provide Construction Support Services to the City of Torrance (City) for its 2019 Residential and Arterial Pavement Improvement, I-159/I-139 project. Our team has the knowledge and experience to ensure your project is completed on schedule and within budget. NV5’s strengths include the following:

Current Partnership: Our extensive experience and current working relationship with the City gives us the ability to continue providing construction support services for your capital improvement projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide the most cost- and time-efficient services. Our six-year partnership with the City has seen the successful completion of several projects, including the following projects in which construction support services were provided:

- Residential Slurry Seal Program and Arterial Street Pavement Sealing Program
- FY 11-12 Residential Slurry Seal Inspection
- 190th Street Rehabilitation
- Citywide Sewer Main Improvements and Repairs
- Citywide Sidewalk Repairs

Relevant Experience: Our team brings decades of experience in public works inspection. We have successfully provided construction support services on myriad slurry seal, cold mill and overlay and concrete improvement projects.

Proposed Team: NV5 offers the City a team of construction professionals with an unparalleled reputation and proven capability and expertise. We are offering Peter Salgado, PE, as Project/Construction Manager, providing oversight for all construction support services. With more than 20 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, as well as several for the City, and is thoroughly familiar with local, state and federal procedures.

For Construction Inspectors, we propose Ray Farnaghi, LEED AP, Pedram Abbassi, LEED AP BD+C, QSP, CESSWI, and Dan Ojeda, PE. Mr. Farnaghi, Mr. Abbassi and Mr. Ojeda each bring several years of experience in the inspection of public works projects of similar scope and size for cities throughout Southern California.

Proposal Validity: This proposal has been signed by Jeffrey M. Cooper, PE, a company officer authorized to bind the firm.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at peter.salgado@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,

NV5

Jeffrey M. Cooper, PE
Director of Infrastructure

Peter Salgado, PE
Director of Construction Management
II. RESUMES

ORGANIZATION CHART

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested Construction Support Services. Shown below are team roles and responsibilities.

Principal-In-Charge
Jeffrey M. Cooper, PE

Project/Construction Manager
Peter Salgado, PE

Construction Inspectors
Ray Farnaghi, LEED GA
Pedram Abbassi, LEED AP
BD+C, QSP, CESSWI
Dan Ojeda, PE

Labor Compliance
Pacific Resources
Benjamin Ocasio

* SUBCONSULTANT
PETER SALGADO, PE  
Project/Construction Manager

With more than 20 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements, vertical construction and tenant improvements, parks and landscaping improvements, and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications and cost estimates; maintaining cost and schedule control, including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; overseeing the resident inspection team, as well as materials testing and deputy inspection teams; conducting weekly progress meetings; processing and tracking project correspondence and documentation, including RFI's, submittals, shop drawings and RFQs; reviewing, evaluating and negotiating construction change orders; preparing and presenting staff reports for City Council and Board of Directors; facilitating work related to warranties; and managing project closeout.

Project Experience

Citywide Sidewalk Repairs  
CITY OF TORRANCE | TORRANCE, CA  
Construction Manager. Mr. Salgado managed the construction inspection services for the City's $1M Citywide CDBG Sidewalk Repair for Handicap Accessibility Project. This project's purpose was to repair sidewalks for handicap accessibility and included repairs to displaced concrete sidewalks, curb, gutter, driveway aprons and cross gutters, localized pavement reconstruction and either the root pruning or removal of impacted City trees. Duties included schedule control; monitoring contract, specifications, and SWPPP Plan compliance; weekly progress meetings; daily inspection reports; processing change orders; reviewing contractor invoices and performance; reviewing traffic control measures; developing punch list items; and preparing redline set of as-built plans. Completed June 2016.

FY 2013-14 and FY 2015-16 Annual Pavement Rehabilitation  
CITY OF YORBA LINDA | YORBA LINDA, CA  
Construction Manager. Mr. Salgado managed this $2.5M citywide street improvement program. The scope of work included reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; roadway section repairs and resurfacing; crack seal and slurry seal; and traffic striping and signage. Completed 2017.

FY 2008 through 2016 Annual Citywide & Street Improvements  
CITY OF SANTA MONICA | SANTA MONICA, CA  
Construction Manager. Mr. Salgado provided construction management, inspection, and public outreach for this annual citywide project. Work consisted of pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; traffic signal modifications; and construction of new sidewalks, driveways and ADA ramps. Key services included all facets of construction management and inspection, including utility and multiple...
agency coordination; project budget and accounts tracking; engineering plan and specification review; traffic management and control; submittal, schedule, request for information (RFI), progress payment review and processing; field observation; negotiating and processing change orders; document control; and project closeout, which consisted of warranties, guarantees, recommending notices of completion and the release of retention. Total construction cost varied between $1M and $3M. Completed July 2017.

**Yorba Linda Boulevard Rehabilitation**  
**CITY OF YORBA LINDA | YORBA LINDA, CA**  
**Construction Manager.** Mr. Salgado managed this $2.5M rehabilitation project that included sidewalk/parkway improvements, ADA curb ramps, street resurfacing, slurry seal, and striping and signage. Completed April 2011.

**White Avenue Street Rehabilitation**  
**CITY OF POMONA | POMONA, CA**  
**Construction Manager.** Mr. Salgado managed this federally funded $800K project that included a full-width, 2-inch grind, 2-inch asphalt concrete, and 2-inch asphalt rubber hot mix overlay; removal and reconstruction of curb and gutter, driveway, sidewalk and ADA ramps; traffic signal modifications; removal and installation of traffic loops; signing and striping; and adjustment to grade of manhole frame and covers. Completed April 2014.

**Cameron Avenue Pavement Rehabilitation**  
**CITY OF WEST COVINA | WEST COVINA, CA**  
**Construction Manager.** Mr. Salgado managed the construction inspection services for the $1M rehabilitation of Cameron Avenue from Azusa Avenue to Barranca Street, approximately 7,600 LF. Improvements included reconstruction of ADA ramps and surface-mounted truncated domes; reconstruction of sidewalks, driveways, and curb and gutter; reconstruction of PCC bus pad, PCC spandrel and cross gutter; full-depth roadway section reconstruction; crack sealing, edge grind and ARHM overlay; adjustment of utilities; replacement of traffic loops; and signing and striping. Completed April 2014.

**2018 CDBG Street Improvements**  
**CITY OF COMPTON | COMPTON, CA**  
**Construction Manager.** Mr. Salgado is overseeing the construction management and inspection services for the 2018 CDBG Street Improvements. The $2M project includes reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; reconstruction and resurfacing of existing AC pavement; traffic loop replacement; traffic striping and signage; and other minor associated work. The project is ongoing.

**Placentia Avenue Rehabilitation**  
**CITY OF PLACENTIA | PLACENTIA, CA**  
**Construction Manager.** Mr. Salgado managed the construction management, inspection, labor compliance and funding oversight services for this $1.3M federally funded rehabilitation project. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive and included removal and replacement of asphalt, improvements to curb and gutter, sidewalks, installation of new traffic loops and pedestrian signaling, adjusting manholes to grade, and signing and striping. Completed August 2017.

**University Drive Widening (Campus to MacArthur)**  
**CITY OF IRVINE | IRVINE, CA**  
**Project Manager.** Mr. Salgado is currently overseeing our construction management and inspection team for the $13M University Drive Widening (from Campus Avenue to MacArthur Boulevard) project, which includes parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services include bid management, construction management, daily inspection services, and project closeout. The project consists of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjusting utility manholes and valves to grade, installation of traffic signs, striping, pavement markings and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new streetlight infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs. The project is ongoing.
II. RESUMES

CONTACT INFO
ray.farnaghi@nv5.com
949.565.0477

EXPERIENCE
17 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
LEED GA

RAY FARNAGHI, LEED GA
Construction Inspector

Mr. Farnaghi has more than 17 years of successful demonstrated experience in the construction management and inspection of large-scale and complex projects. Mr. Farnaghi’s experience includes several large street projects. He understands the balance between working effectively with architects, engineers, contractors, inspectors, and construction crews. He works diligently to ensure that all construction activities have a strategic plan and can offer sensible resolutions to avoid delays.

Project Experience

2018 CDBG Street Improvements
CITY OF COMPTON | COMPTON, CA
Contraction Inspector. Mr. Farnaghi is responsible for providing inspection services for the City of Compton’s $2M 2018 CDBG Street Rehabilitation project. Scope of work includes reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; reconstruction and resurfacing of existing AC pavement; traffic loop replacement; traffic striping and signage; and other minor associated work. The project is ongoing.

Annual Paving and Street Improvements
CITY OF SANTA MONICA | SANTA MONICA, CA
Construction Inspector. Mr. Farnaghi was responsible for providing inspection services for pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; traffic signal modifications; and construction of new sidewalks, driveways and ADA ramps. Our key services included all facets of construction management and inspection, including utility and multiple agency coordination; project budget and accounts tracking; engineering plan and specification review; traffic management and control; submittal, schedule, request for information (RFI), progress payment review and processing; field observation; negotiating and processing change orders; document control; and project closeout, which consisted of warranties, guarantees, recommending notices of completion and the release of retention. Total construction cost varied between $1M and $3M. Completed July 2017.

Kermore Lane Street Reconstruction
CITY OF STANTON | STANTON, CA
Construction Inspector. Mr. Farnaghi performed all the necessary inspection tasks related to the work, including, but not limited to, providing field monitoring/inspection for quality control; maintaining daily field records; coordinating inspections and testing with consultants and other agencies; attending all pre-construction and weekly field meetings; providing a comprehensive understanding of county, state and federal regulations related to construction sites; performing final job walk and preparing project punch list; and providing the City with all inspection reports, construction photos, and project closeout documentation, including project completion forms, final inspection reports, and the contractor’s redline drawings, all while ensuring that the contractor adheres to the approved construction schedule and budget. The project consisted of street reconstruction and resurfacing, and reconstruction of PCC sidewalks, driveways, and curb and gutter. Completed 2017.
PEDRAM ABBASSI, LEED AP BD+C, QSP, CESSWI
Construction Inspector

Mr. Abbassi has successfully completed several small- and large-scale public works improvements projects. His skills in the development of project control procedures and methodologies for cost and schedule control have been implemented on several recent large-scale projects. Mr. Abbassi has accrued more than 17 years of construction industry experience, demonstrating his expertise in a range of responsibilities. He has served as a primary point of contact between design team members, general contractors, and owner representatives.

Project Experience

University Drive Widening (Campus to MacArthur)
CITY OF IRVINE | IRVINE, CA
Construction Inspector. Mr. Abbassi is currently serving as Construction Inspector for the $13M University Drive Widening project, which includes parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services include bid management, construction management, daily inspection services, and project closeout. The project consists of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjusting utility manholes and valves to grade, installation of traffic signs, striping, pavement markings, and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new streetlight infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs. The project is ongoing.

Paving and Sidewalk Repairs
CITY OF SANTA MONICA | SANTA MONICA, CA
Assistant Construction Manager. Mr. Abbassi served as Assistant Construction Manager on this multimillion-dollar citywide street and sidewalk rehabilitation project. Improvements included reconstruction of curb and gutter, sidewalks, driveways, and ADA curb ramps; roadway reconstruction and resurfacing; crack seal and slurry seal; and traffic striping and signage. Completed 2013.

Pavement Rehabilitation Program
CITY OF YORBA LINDA | YORBA LINDA, CA
Assistant Construction Manager. Mr. Abbassi served as Assistant Construction Manager on this $2M citywide pavement rehabilitation project. Improvements included roadway reconstruction and resurfacing; crack seal and slurry seal; and traffic striping and signage. Completed 2012.

Trabuco Roadway Widening and Streetscape
CITY OF LAKE FOREST | LAKE FOREST, CA
Assistant Construction Manager. Mr. Abbassi served as Assistant Construction Manager on this $2.5M 1-mile roadway widening and streetscape project. The project included asphalt overlay and reconstruction; construction of curbs and gutters, enhanced crosswalks, bike lanes, sidewalks, driveways and driveway approaches, several block walls, and a wrought iron fence; pavement striping and markings; traffic signal improvements; installation of roadway signs and lighting; installation of a raised and landscaped median; and the installation of parkway landscaping and irrigation. Completed 2012.
DAN OJEDA, PE
Construction Inspector

Mr. Ojeda is a highly qualified professional engineer with 40 years of experience in public works and city engineering with various Southern California public agencies. He has successfully completed numerous small- and large-scale capital improvement projects. He also has extensive experience in land development and permitting; traffic engineering; transportation planning; and grant implementation.

Project Experience

Citywide Street Preservation FY 2016-17
CITY OF POMONA | POMONA, CA
Project Manager. This project will provide for limited preservation of major streets that are in need of more significant rehabilitation. Due to funding limitations, preservation methods are intended to include slurry, thin mill and overlay, and other similar techniques. Prioritization of these streets are to be based on Pavement Management Prioritization (PMP) reports and are initially identified as follows: Mission Boulevard (limits TBD), Holt Avenue (limits TBD) and other streets as needed. The project bids were opened on Dec. 14, 2017.

Amar Road Rehabilitation
CITY OF WEST COVINA | WEST COVINA, CA
Construction Manager/Inspector. Mr. Ojeda provided construction management and inspection services for this $1M project, which included roadway reconstruction and resurfacing; reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; and traffic signage and striping. Completed 2015.

Street Rehabilitation & Reconstruction
CITY OF LYNWOOD | LYNWOOD, CA
Project/Construction Manager. Compiled approximately $8M in funding for the much-needed reconstruction of local and residential streets throughout the City by pledging future gas-tax funds and selling municipal bond funds. The City’s streets were in dire need of repair, and the improvements were overwhelmingly well-received by the community.

Citywide Street Rehabilitation
CITY OF WEST COVINA | WEST COVINA, CA
Construction Manager/Inspector. Mr. Ojeda provided construction management and inspection services for this federally funded, citywide street rehabilitation project. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; and traffic signage and striping. All services were administered in compliance with the Caltrans Local Assistance Procedures Manual.

Garvey Avenue/Santa Anita Avenue Traffic Signal Enhancement Project
CITY OF EL MONTE | EL MONTE, CA
Construction Manager/Inspector. Mr. Ojeda provided construction management and inspection services for the installation of new traffic signal poles and heads; reconstruction of sidewalks, curb, gutter, and ADA curb ramps.
II. RESUMES

PACIFIC RESOURCES

BENJAMIN OCASIO
Labor Compliance Principal

HIGHLIGHTS
Benjamin Ocasio's experience includes providing prevailing wage monitoring services, developing and implement business outreach and local hire programs, and negotiating and implementing Project Labor Agreements for a variety of construction projects.

PROJECT EXPERIENCE

Labor Compliance and Project Labor Agreement Administrator, Water Replenishment District of Southern California, Pico Rivera, CA, March 2017 to present.
Responsibilities include providing state and Davis-Bacon prevailing wage monitoring services, implementing and administering the District's Project Labor Agreement on this more than $120 million water treatment facility and reporting as required.

Labor Compliance and Project Labor Agreement Administrator, Santa Monica-Malibu Unified School District, Santa Monica, CA, March 2018 to present.
Responsibilities include providing prevailing wage monitoring services, implementing and administering the District's Project Labor Agreement on projects ranging from $37 to more than $100 million, and reporting as required.

Labor Compliance Administrator, Del Richardson & Associates, Inc., Los Angeles Stadium and Entertainment District, Inglewood, CA, August 20016 to present.
Working under Del Richardson & Associates, Inc., Mr. Ocasio provides technical support on this large-scale construction project. Responsibilities include managing staff, resolving complex labor compliance issues, and preparing a monthly local hire report to the owner.

Labor Compliance Manager, NV5, Irvine, CA, February 2014 to present.
Responsibilities comprised of assisting this construction management firm with State and Davis-Bacon prevailing wages on various projects ranging from a water reservoir, public facilities, and street projects. Further activities include representing the City clients during audits with Caltrans, HUD and other funding agencies.

Labor Compliance Manager, AIMC CS, El Monte, CA, September 2015 to present.
Responsibilities comprised of assisting this construction management firm with State and Davis-Bacon prevailing wages on various projects street projects and representing the City clients during audits with Caltrans.

Responsibilities include providing prevailing wage monitoring services, implementing and administering the District's Project Labor Agreement on 3 high school modernization projects with a combined value of over $130 million.

EDUCATION
University of Southern California
M.P.A, 1983
B.S. Urban and Regional Planning, 1981
### III. PROPOSAL SUBMITTAL

<table>
<thead>
<tr>
<th>Form of Business Organization:</th>
<th>Please indicate the following (check one);</th>
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<tbody>
<tr>
<td>☑ Corporation</td>
<td>☐ Partnership</td>
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<table>
<thead>
<tr>
<th>Do you have a Parent Company?</th>
<th>☑ No</th>
<th>☐ Yes, _______ NV5, Inc. (Name of Parent Company)</th>
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<table>
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<tr>
<th>Do you have any Subsidiaries?</th>
<th>☑ No</th>
<th>☐ Yes, _______ (Name of Subsidiary Company)</th>
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</table>

**Business History:**

- **Years in business under your current name and form of business organization?** 2 Years
- **If less than three (3) years and your company was in business under a different name, what was that name?** CivilSource, Inc.

<table>
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<tr>
<th>Contact for Additional Information:</th>
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Please provide the name of the individual at your company to contact for any additional information:

<table>
<thead>
<tr>
<th>Peter Salgado</th>
<th>Director of Construction Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td>Title</td>
</tr>
<tr>
<td>949.585.0477</td>
<td><a href="mailto:peter.salgado@nv5.com">peter.salgado@nv5.com</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>E-Mail Address</td>
</tr>
</tbody>
</table>
III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

Vendor Name: NV5, Inc.

Addenda Received: Please indicate addenda information you have received regarding this RFP:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Date Received</th>
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<tbody>
<tr>
<td>1</td>
<td>August 1, 2019</td>
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</tbody>
</table>

☐ No Addenda received regarding this RFP.

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

Do you offer any discounted invoice terms? N/A

Project Start and Completion:

The City requires the project to start as soon as possible from the award of a contract and the project completed as soon as possible. Specific time frames that are mutually agreed upon will be established after award of a contract.

Project Manager:

Please provide the name of the individual at your company who will serve as Project Manager for this contract.

Peter Salgado  
Name  
949.585.0477  
Telephone Number  
949.585.0433  
Fax Number  
peter.salgado@nv5.com  
Email Address
III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

Vendor Name: NV5, Inc.

Contract Representative:
Please provide the name of the individual at your company who will be responsible for administering this contract.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeffrey M. Cooper</td>
<td>Director of Infrastructure</td>
<td><a href="mailto:jeff.cooper@nv5.com">jeff.cooper@nv5.com</a></td>
</tr>
</tbody>
</table>

Telephone Number: 949.585.0477
Fax Number: 949.585.0433

Sub Contractors:
If awarded, will you be using sub contractors to carry out the scope of work required in this RFP?

☐ Yes, we will be using sub contractors and have listed their contact information below.

☐ No, we will not be using any sub contractors for this project.

Pacific Resources Services

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Name of Contact</th>
<th>Title</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>626.800.4006</td>
<td>Benjamin Ocasio</td>
<td>Principal</td>
<td><a href="mailto:bocasio@pacificresourceservices.com">bocasio@pacificresourceservices.com</a></td>
</tr>
</tbody>
</table>

Telephone Number: 626.800.4140
Fax Number: 626.800.4140

Please explain the working relationship between your company and the sub contractor.

NV5 has a strong and successful working relationship with our subconsultant Pacific Resources Services, whom we have worked with on numerous projects for various agencies throughout Southern California, including several street rehabilitation/improvement projects in which labor compliance services were provided.
III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

Vendor Name: NV5, Inc.

Background and Recent Experience with Similar Projects:

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this RFP. (Please attach additional sheets if more space is needed.)

Our team brings decades of experience in public works inspection. We have successfully provided construction support services on myriad street and concrete improvement projects. Please find details on our firm and candidate qualifications beginning on the following pages.
FIRM PROFILE
NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 69 years, delivering solutions through five business verticals: Construction Quality Assurance, Infrastructure, Energy, Program Management, and Environmental. With more than 100 offices nationwide and abroad, NV5 has access to over 2,000 employees in a variety of fields who help clients plan, design, build, test, certify, and operate projects that improve the communities where we live and work.

Our Irvine, California, office specializes in the engineering design, construction management and inspection of capital improvement projects, including streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. Our team includes licensed civil engineers, licensed contractors, construction managers, certified inspectors and experienced public works professionals. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City’s team.

STAFF QUALIFICATIONS
The successful delivery of our products and services has resulted in repeat clients for a broad range of municipal projects. Our proposed team has extensive experience providing construction support services on projects of similar scope and size. Below is a chart that includes names, roles, years of experience, education/licenses and applicable experience for each staff member. Details on specific projects that our team has worked on can be found on the following pages.

<table>
<thead>
<tr>
<th>Name/Role</th>
<th>Years of Experience</th>
<th>Education/Licenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peter Salgado, PE</td>
<td>20</td>
<td>B.S. Civil Engineering</td>
</tr>
<tr>
<td>Project/Construction</td>
<td></td>
<td>Civil Engineering (CA) No. 63159</td>
</tr>
<tr>
<td>Construction Manager</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ray Farnaghi, LEED GA</td>
<td>17</td>
<td>B.S. Civil Engineering</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td></td>
<td>LEED GA</td>
</tr>
<tr>
<td>Pedram Abbassi, LEED AP BD+C, QSP, CESSWI</td>
<td>17</td>
<td>B.S. Civil Engineering</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td></td>
<td>LEED AP BD+C</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Qualified SWPPP Practitioner</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Certified Erosion, Sediment and Storm Water Inspector</td>
</tr>
<tr>
<td>Dan Ojeda, PE</td>
<td>40</td>
<td>B.S. Civil Engineering</td>
</tr>
<tr>
<td>Construction Inspector</td>
<td></td>
<td>Construction Management Certificate Program, UCLA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Civil Engineer (CA) No. 36988</td>
</tr>
</tbody>
</table>
III. PROPOSAL SUBMITTAL

RESIDENTIAL SLURRY SEAL PROGRAM & ARTERIAL STREET PAVEMENT SEALING PROGRAM
CITY OF TORRANCE | TORRANCE, CA
Our team provided construction management and inspection services for the residential slurry seal and pavement sealing project throughout the City. The project included asphalt concrete repairs, crack sealing, slurry seal, and striping on residential streets, arterial streets, and at City parking facilities.

DATES: JULY 2014 - OCTOBER 2014

190TH STREET REHABILITATION
CITY OF TORRANCE | TORRANCE, CA
Our team provided construction support services for the 190th Street Rehabilitation Project. The project included roadway repairs and resurfacing; sidewalk, curb ramp, and curb and gutter repairs; traffic signal modifications; striping and other ancillary site work. 190th Street is a major arterial street fronted by both residential and commercial areas. Our construction support team worked closely with the contractor to ensure that proper traffic control was implemented and that impacts to vehicular and pedestrian traffic as well as to the surrounding residential and commercial areas were minimized.

DATES: MAY 2014 - JANUARY 2015

ANNUAL PAVING & STREET IMPROVEMENTS
CITY OF SANTA MONICA | SANTA MONICA, CA
Our team provided construction management, inspection and public outreach for multiple annual street, sidewalk and curb ramp improvement projects. The work consisted of pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; traffic signal modifications; and construction of new sidewalks, driveways and ADA ramps. Our key services included all facets of construction management and inspection, including utility and multiple agency coordination; project budget and accounts tracking; engineering plan and specification review; traffic management and control; submittal, schedule, request for information (RFI), progress payment review and processing; field observation; negotiating and processing change orders; document control; and project closeout, which consisted of warranties, guarantees, recommending notices of completion and the release of retention.

III. PROPOSAL SUBMITTAL

CENTRAL AVENUE PAVEMENT REHABILITATION (PHASE II)
CITY OF COMPTON | COMPTON, CA

Our team provided comprehensive construction management and inspection services for the Central Avenue Pavement Rehabilitation Project (Phase II). The project includes Cold-In-Place Recycling and Cement Treatment of AC structural section; cold mill and overlay; reconstruction of PCC sidewalks, driveways, curb and gutter, and ADA curb ramps; traffic loop replacement; utility adjustments; and traffic striping and signage.

DATES: APRIL 2018-OCTOBER 2018

PLACENTIA AVENUE REHABILITATION PROJECT
CITY OF PLACENTIA | PLACENTIA, CA

Our team provided construction management, inspection, labor compliance, and funding oversight services for this federally funded rehabilitation project with Caltrans oversight. The project rehabilitated Placentia Avenue from Chapman Avenue to Ruby Drive and included removal and replacement of asphalt, improvements to curb and gutter, sidewalks, installation of new traffic loops and pedestrian signaling, adjusting manholes to grade, and signing and striping. Our team also provided comprehensive labor compliance services and assisted the City in preparing for and completing an extensive Caltrans audit.

DATES: JUNE 2017-AUGUST 2017

STREET & PARKWAY REHABILITATION
CITY OF YORBA LINDA | YORBA LINDA, CA

Our team provided construction management and inspection services on the citywide street rehabilitation projects. The improvements consisted of grind and asphalt concrete overlay; removal and replacement of damaged asphalt concrete sections; reconstruction of damaged concrete driveways, sidewalk, and curb ramp; installation of landscape and irrigation improvements; adjustment of manholes and water valve box and covers to grade; installation of traffic loops; pavement markings, striping and signage; and all other related improvements. Services included all facets of construction management and inspection, including utility and multiple agency coordination; project budget and accounts tracking; engineering plan and specification review; traffic management and control; submittal/schedule/RFI/progress payment review and processing; daily field observation; negotiating and processing change orders; document control; and project closeout.

DATES: FISCAL YEARS 2011-12 AND 2013-14
CAMERON AVENUE PAVEMENT REHABILITATION
CITY OF WEST COVINA | WEST COVINA, CA
Our team provided construction inspection services for the rehabilitation of Cameron Avenue from Azusa Avenue to Barranca Street, approximately 7,600 LF. Improvements included reconstruction of ADA ramps and surface-mounted truncated domes; reconstruction of sidewalks, driveways, and curb and gutter; reconstruction of PCC bus pad, PCC spandrel and cross gutter; full-depth roadway section reconstruction; crack sealing, edge grind and ARHM overlay; adjustment of utilities; replacement of traffic loops; and signing and striping.

DATES: MAY 2018-JULY 2018

WHITE AVENUE STREET REHABILITATION
CITY OF POMONA | POMONA, CA
Our team provided construction management services for this federally funded project that included a full-width 2-inch grind and a 2-inch asphalt concrete and 2-inch asphalt rubber hot mix overlay; removal and reconstruction of curb and gutter, driveway, sidewalk and ADA ramps; traffic signal modifications; removal and installation of traffic loops; signing and striping; and adjustment to grade of manhole frame and covers.

DATES: JANUARY 2014-APRIL 2014

CDBG CONCRETE REPAIR PROGRAM, EAST SIDE PHASE VI
CITY OF WEST HOLLYWOOD | WEST HOLLYWOOD, CA
Our team provided construction inspection services for the repair and/or replacement of concrete at various locations throughout the City. Work included the removal and replacement of broken or damaged PCC sidewalks, curbs, gutter, residential driveways, intersection cross gutter, curb ramps on street corners to meet ADA guidelines, and all appurtenant work.

DATES: JUNE 2017-AUGUST 2017
CITYWIDE SLURRY SEAL & STREET REHABILITATION PROJECTS
CITY OF ALISO VIEJO | ALISO VIEJO, CA
Our team provided construction inspection services for the City’s annual citywide slurry seal programs. The scope of work consisted of traffic control, public notice, asphalt repair, application of Type II conventional slurry, and striping in seven communities within Aliso Viejo. Our responsibilities included reviewing RFls and submittals; change order management; providing public relations; monitoring the Contractor’s schedule and safety plan; preparing daily construction reports and digital photos; and project closeout.

DATES: FISCAL YEARS 2012-13 AND 2013-14

COLD MILL RESURFACE & RECONSTRUCTION FOR LOCAL STREETS
CITY OF BELLFLOWER | BELLFLOWER, CA
Our team provided construction inspection services for the City’s Cold Mill Resurface and Reconstruction for Local Streets project. Work consisted of cold milling, placement of conventional and ARHM-GG-C asphalt, reconstruction of a cross gutter, reconstruction of curb ramps, manhole and valve adjustments, and reconstruction and reduction in crown of a local street. The project was funded with local funds.

DATES: OCTOBER 2017-DECEMBER 2017

UNIVERSITY DRIVE WIDENING
CITY OF IRVINE | IRVINE, CA
Our team is currently providing construction management and inspection services for the University Drive Widening project, which includes parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. The project consists of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjust utility manholes and valves to grade, installation of traffic signs, striping, pavement markings and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new streetlight infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs.

DATES: MARCH 2018-CURRENT
LOCAL STREETS REHABILITATION
IN CDBG-ELIGIBLE NEIGHBORHOODS
CITY OF NORWALK | NORWALK, CA
Our team provided construction inspection services for this $1.8M citywide street rehabilitation project. The asphalt pavement of the neighborhoods in the central area of the City bounded by Imperial Highway, Norwalk Boulevard, I-5 freeway, Rosecrans Avenue and Pioneer Boulevard were deteriorated. To preserve the integrity of the road sub-base and avoid a more severe and costly rehabilitation method, a cape seal treatment was used on the deteriorated streets and street overlaying on selected sections of some roads. Work also included removal and reconstruction of damaged curbs and gutters and the installation of ADA-compliant curb access corner ramps.

DATES: JANUARY 2014-MARCH 2014

SPRINGDALE STREET REHABILITATION
CITY OF HUNTINGTON BEACH | HUNTINGTON BEACH, CA
Our team provided construction management, inspection, and labor compliance services for this street and water line rehabilitation project. The scope of work included the replacement of an existing 36-inch and 42-inch welded steel water mains in Springdale Street from Warner Avenue to the northern City limits. The project also included trench reconstruction, roadway section repairs and resurfacing, traffic signal modifications, and traffic striping and signage.

DATES: JUNE 2013-MARCH 2014

ANNUAL CITYWIDE STREET REHABILITATION PROGRAM
CITY OF NORWALK | NORWALK, CA
Construction Inspector for the City's annual citywide street rehabilitation program. The project work consisted of contractor mobilization, traffic control, cold milling, slurry seal, asphalt concrete overlay with pavement reinforcing fabric, asphalt concrete deep lift in digout areas, adjusting manholes, surveying monument covers and valve covers to grade, pavement striping, and markings for several streets.

DATES: APRIL 2015-DECEMBER 2015
### III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

**Vendor Name:** NV5, Inc.

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. *Don't include the City of Torrance as a reference for this RFP.*

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>City of Compton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>205 South Willowbrook Avenue</td>
</tr>
<tr>
<td>City:</td>
<td>Compton, CA 90220</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Our team provided comprehensive Construction Management and Inspection Services for the Central Avenue Pavement Rehabilitation Project (Phase II).</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>John Strickland</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>310.605.5505</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:jstrickland@comptoncity.org">jstrickland@comptoncity.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>City of Bellflower</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>16600 Civic Center Drive</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Bellflower, CA 90706</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Our team provided construction inspection services for the City’s Cold Mill Resurface and Reconstruction for Local Streets project.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Bernie Iniguez</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>562.804.1424</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:biniguez@bellflower.org">biniguez@bellflower.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>City of Placentia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>401 E. Chapman Avenue</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Placentia, CA 92870</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Our team provided construction management, inspection, labor compliance, and funding oversight services for the City’s federally funded Placentia Avenue rehabilitation project with Caltrans oversight.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Luis Estevez</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>714.993.8120</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:lestevaz@placentia.org">lestevaz@placentia.org</a></td>
</tr>
</tbody>
</table>
### III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

**Vendor Name:** NV5, Inc. - Ray Farnaghi

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. *Don't include the City of Torrance as a reference for this RFP.*

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>City of Corona</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>400 S. Vicentia Avenue</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Corona, CA 92882</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?:</td>
<td>As a part of NV5, Ray Farnaghi provided Construction Management and Inspection Services for the Arantine Hills project.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Vernon Weisman</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>951.739.4912</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:vernon.weisman@coronaca.gov">vernon.weisman@coronaca.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>Azusa Light and Water</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>729 North Azusa Avenue</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Azusa, CA 91702</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?:</td>
<td>As a part of NV5, Ray Farnaghi provided Construction Management and Inspection Services for the SGVMWD Interconnect &amp; Site Improvements project.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Melissa Barbosa</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>626.812.5173</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:mbarbosa@ci.azusa.ca.us">mbarbosa@ci.azusa.ca.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency:</th>
<th>Glendale Department of Water and Power</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>141 N. Glendale Avenue, 4th Floor</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Glendale, CA 91206</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?:</td>
<td>As a part of NV5, Ray Farnaghi provided Construction Management and Inspection Services for multiple GWP projects.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Gerald S. Tom</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>818.551.6906</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:gtom@glendaleca.gov">gtom@glendaleca.gov</a></td>
</tr>
</tbody>
</table>
### III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

**Vendor Name:** NV5, Inc. - Dan Ojeda

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. *Don't include the City of Torrance as a reference for this RFP.*

<table>
<thead>
<tr>
<th>Name of Company/Agency</th>
<th>City of Downey</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>11111 Brookshire Avenue</td>
</tr>
<tr>
<td>City:</td>
<td>Downey, CA 90241</td>
</tr>
<tr>
<td>State, Zip Code:</td>
<td></td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Dan Ojeda provided Construction Management and Inspection Services.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>William Rawlings</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>562.904.7102</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:mmostahkami@downeyca.org">mmostahkami@downeyca.org</a></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency</th>
<th>City of Artesia</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>18747 Clarkdale Avenue</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Artesia, CA 90701</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Dan Ojeda provided Construction Management and Inspection Services.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Mohammad Mostahkami, Director of Public Works</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>562.865.6262</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:wrawlings@cityofartesia.us">wrawlings@cityofartesia.us</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency</th>
<th>City of Lake Elsinore</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>130 South Main Street</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Lake Elsinore, CA 92530</td>
</tr>
<tr>
<td>What Product/Service did you provide to this Company/Agency?</td>
<td>Dan Ojeda provided Construction Management and Inspection Services.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Grant Taylor, Director of Development Services</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>951.674.3124</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:gtaylor@lake-elsinore.org">gtaylor@lake-elsinore.org</a></td>
</tr>
</tbody>
</table>
### III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

**Vendor Name:** NV5, Inc.-Pedram Abbassi

**References:**

Please supply the names of companies/agencies for which you recently supplied comparable goods/services as requested in this RFP. A minimum of three (3) references is required; additional references are optional. References from public agencies are preferred. Don't include the City of Torrance as a reference for this RFP.

<table>
<thead>
<tr>
<th>Name of Company/Agency</th>
<th>City of Irvine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>1 Civic Center Plaza</td>
</tr>
<tr>
<td>City, State, Zip Code:</td>
<td>Irvine, CA 92606</td>
</tr>
<tr>
<td><strong>What Product/Service did you provide to this Company/Agency?</strong></td>
<td>As a part of NV5, Pedram Abbassi is providing Construction Management and Inspection Services for the University Drive Widening project.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Alex Salazar</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>949.724.7408</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:asalazar@cityofirvine.org">asalazar@cityofirvine.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency</th>
<th>City of Huntington Beach</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>2000 Main Street</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Huntington Beach, CA 92648</td>
</tr>
<tr>
<td><strong>What Product/Service did you provide to this Company/Agency?</strong></td>
<td>As a part of NV5, Pedram Abbassi provided Construction Management and Inspection Services for the Springdale Street and Water Main Rehabilitation project.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Tom Herbel</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>714.375.5077</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:Tom.Herbel@Surfcity-HB.org">Tom.Herbel@Surfcity-HB.org</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Company/Agency</th>
<th>City of Costa Mesa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address:</td>
<td>77 Fair Drive</td>
</tr>
<tr>
<td>City, State Zip Code:</td>
<td>Costa Mesa, CA 92626</td>
</tr>
<tr>
<td><strong>What Product/Service did you provide to this Company/Agency?</strong></td>
<td>As a part of NV5, Pedram Abbassi provided Construction Management and Inspection Services for the Harbor Boulevard Widening project.</td>
</tr>
<tr>
<td>Name of Person to Contact:</td>
<td>Bart Mejia</td>
</tr>
<tr>
<td>Phone Number of Contact:</td>
<td>714.754.5378</td>
</tr>
<tr>
<td>Email Address of Contact:</td>
<td><a href="mailto:bart.mejia@costamesaca.gov">bart.mejia@costamesaca.gov</a></td>
</tr>
</tbody>
</table>
III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

Vendor Name: NV5, Inc.

<table>
<thead>
<tr>
<th>RFP Submittal Requirement and Acknowledgement</th>
<th>Indicate what page in your proposal you have answered this question.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RFP Scope of Work Questions</strong></td>
<td></td>
</tr>
<tr>
<td>Did you include original and three (3) copies of your RFP Submittal?</td>
<td>❌ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include a signed Affidavit Form with your RFP Submittal?</td>
<td>❌ Yes ☐ No</td>
</tr>
<tr>
<td>Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 13 of this RFP?</td>
<td>❌ Yes ☐ No  Page 13-18 of our submittal.</td>
</tr>
<tr>
<td>Did you complete a project proposal as described in the Technical Requirements?</td>
<td>❌ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include all addenda if any issued by the City?</td>
<td>❌ Yes ☐ No</td>
</tr>
<tr>
<td>Did you include resumes of at least two (2) but no more than three (3) qualified candidates?</td>
<td>❌ Yes ☐ No  Page 3-8 of our submittal.</td>
</tr>
<tr>
<td>Did you include References for the firm and for each candidate?</td>
<td>❌ Yes ☐ No  Page 19-22 of our submittal</td>
</tr>
<tr>
<td>Are your Wage Rates (Prevailing) Included?</td>
<td>❌ Yes ☐ No  Page 24 of our submittal.</td>
</tr>
<tr>
<td>Have you included Proposed Alternative Language to City’s Pro Forma Consulting Services Agreement (if applicable)</td>
<td>❌ Yes ☐ No  Page 30-31 of our submittal</td>
</tr>
</tbody>
</table>

City of Torrance | Construction Support Services (I-159/I-139)  
NV5 | 23
III. PROPOSAL SUBMITTAL

Proposal Submittal (continued):

Vendor Name: NV5, Inc.

Price Proposal Cost Breakdown To Provide the Services Required in this RFP
RFP for Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139
(Hours are anticipated. The City will only pay for actual hours worked)

<table>
<thead>
<tr>
<th>Description</th>
<th>No. of Hours</th>
<th>Labor Cost/hr ($)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspector's Weekday Rate</td>
<td>4999 1200</td>
<td>$ 120.00</td>
<td>$ 144,000.00</td>
</tr>
<tr>
<td>Inspector's Weekday Overtime Rate</td>
<td>50</td>
<td>$ 180.00</td>
<td>$ 9,000.00</td>
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<tr>
<td>Inspector's Saturday Rate (up to 8 hours)</td>
<td>16</td>
<td>$ 180.00</td>
<td>$ 2,880.00</td>
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<tr>
<td>Inspector's Saturday Overtime Rate (beyond 8 hours)</td>
<td>8</td>
<td>$ 180.00</td>
<td>$ 1,440.00</td>
</tr>
<tr>
<td>Inspector's Sunday Rate (up to 8 hours)</td>
<td>8</td>
<td>$ 240.00</td>
<td>$ 1,920.00</td>
</tr>
<tr>
<td>Inspector's Sunday Overtime Rate (beyond 8 hours)</td>
<td>8</td>
<td>$ 240.00</td>
<td>$ 1,920.00</td>
</tr>
<tr>
<td>Total Price Proposal</td>
<td></td>
<td></td>
<td>$ 161,160.00</td>
</tr>
</tbody>
</table>

*Overtime inspection beyond 12 hours will be billed at $240/hour.

Jeffrey M. Cooper, PE
Director of Infrastructure
IV. PROPOSER’S AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Jeffrey M. Cooper, being first duly sworn deposes and says:

1. That he/she is the Director of Infrastructure of NV5, Inc.

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

Construction Support Services for the 2019 Residential and Arterial Pavement Improvement, I-159/I-139

2. That the proposal is genuine; that all statements of fact in the proposal are true;

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

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

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

6. That the Proposer has not accepted any proposal from any subcontractor or materialman through any proposal depository, the bylaws, rules or regulations of which prohibit or prevent the Proposer from considering any proposal from any subcontractor or material man, which is not processed through that proposal depository, or which prevent any subcontractor or materialman from proposing to any contractor who does not use the facilities of or accept proposals from or through such proposal depository;

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

8. That the Proposer has not been debarred from participation in any State or Federal works project.

Dated this 29th day of July, 2019.

(Proposer’s Signature)

Director of Infrastructure
V. ADDENDA

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: August 1, 2019

TO

2019 RESIDENTIAL AND ARTERIAL PAVEMENT IMPROVEMENT, I-159/I-139
B2019-40

Note the following changes and/or additions to the Request for Proposals (RFP) for the project indicated above. The proposer shall execute the Certification at the end of this addendum, and shall attach all pages of this addendum to the submitted Proposal. In addition, the proposer shall complete the "Addenda Received" table on Sheet 12 of the original RFP.

A. REFER TO THE REQUEST FOR PROPOSAL. SEE PAGES NOTED BELOW OF EACH.

Request for Proposal pages 3 and 17 (2 pages) are hereby deleted and replaced with the new Request for Proposal pages 3, Addendum 1 and 17, Addendum 1 (2 pages) which is attached to this Addendum. A Proposer must use the new Request for Proposal pages 3, Addendum 1 and 17, Addendum 1 for its proposal.

B. ATTACHMENT 2: CITY’S PRO FORMA CONSULTING SERVICES AGREEMENT.

Request for Proposal page 1 City’s Pro Forma Consulting Services Agreement was not included and is hereby attached to this Addendum.

By Order of the Engineering Manager,

ELIZABETH OVERSTREET
Engineering Manager
V. ADDENDA

PROPOSER'S CERTIFICATION

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

NV5, Inc.
Bidder

Jeffrey M. Cooper, PE
Director of Infrastructure

By

August 1, 2019

Date

***** Submit this executed form with the proposal *****

Please fill out and submit the “Addenda Received” table on Sheet 12 of the original RFP.
V. ADDENDA

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

Questions:

Questions must be submitted in writing via email to Brenda Moun, Associate Engineer at BMoun@TorranceCA.gov by 12:00 P.M Noon, local Pacific time on Monday, August 5, 2019. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known prospective proposers as an addendum to the RFP.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date to the individual address above and on page 1 of this Request for Proposal. Any verbal communications will not be considered as a submitted question. Any communications whether written or verbal to any person other than the designated individual listed on page 1, prior to award of a contract/purchase order is strictly prohibited. Any proposer making such communications may be disqualified from consideration.

Errors and Omissions:

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

Proposers Examination of Requirements:

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

Reservation:

This contract will be awarded for the full amount, but the City reserves the right to utilize the construction inspection services on an as needed basis. As needed basis may be full time or part time construction inspection during the contract term and may include night time work. This may result in a reasonable reduction of the number of hours estimated in the Price Proposal Cost Breakdown to Provide the Services Required in the RFP table in Section III of this RFP, at the City’s discretion.

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

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

The City reserves the right to award a contract to a company solely on the basis of the initial proposal submitted. The City reserves the right to require more information and clarification on information submitted in the proposal to complete the evaluation. The City also reserves the right to solicit multiple inspectors from one or more firms.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality
Proposal Submittal (continued):

Vendor Name: 

Price Proposal Cost Breakdown To Provide the Services Required in this RFP
RFP for Construction Support Services for the 2019 Residential
and Arterial Pavement Improvement, I-159/I-139
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VI. PROPOSED ALTERNATIVE LANGUAGE TO CITY’S AGREEMENT

PROPOSED ALTERNATIVE LANGUAGE TO CITY’S AGREEMENT
Below are NV5’s suggested revisions (in red) and comments (in blue) to the City’s Sample Agreement as included in this RFP.

4. TERMINATION OF AGREEMENT

B. Termination for Cause.

2. In the event this Agreement is terminated for cause by the default of CONSULTANT, CITY may, at the expense of 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 CONSULTANT under the terms of this Agreement will be retained by CITY, but the retention will not release CONSULTANT and its surety from liability for the default. Under these circumstances, however, 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 CITY as against CONSULTANT or its surety then existing, or that 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 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 that currently, seriously, and directly affects responsibility as a public consultant or CONSULTANT; (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 CITY determines to be so serious and compelling as to affect CONSULTANT’s responsibility as a public consultant or CONSULTANT, including but not limited to, debarment by another governmental agency, then CITY reserves the unilateral right to terminate this Agreement.

CITY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

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 acts or omissions 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.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the its own work, and the its own 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. Consultant shall perform all services consistent with the degree and skill by members of Consultant’s profession performing similar work on similar projects.
VI. PROPOSED ALTERNATIVE LANGUAGE TO CITY’S AGREEMENT

15. INDEMNIFICATION

CONSULTANT will indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") 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 CONSULTANT, its officers, employees, agents, subCONSULTANTs or vendors. CONSULTANT’s obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. 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 sole negligence of City Affiliates, CONSULTANT will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. CONSULTANT 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. California Civil Code Section 2782.8(a) applies and in no event shall the cost to defend charged to the Consultant exceed the Consultant’s proportionate percentage of fault.

17. INSURANCE

F. If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. SUFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" 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.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement. Consultant acknowledges the importance to City of City’s project schedule and agrees to perform the services in a manner consistent with that schedule. City understands, however, that Consultant’s performance must be governed by sound practices.

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;
APPENDIX
BACKGROUND/SCOPE OF WORK
Based on a review of the RFP and the plans and specifications, we understand the scope of work to include parkway, roadway and alley improvements along various residential and arterial roadways throughout the City. The scope also includes improvements to a City-owned parking facility. Specifically, proposed work items include:

1. Reconstruction of PCC sidewalks, driveways, curb, gutter, cross gutter, and ADA curb ramps
2. Crack Sealing and Slurry Sealing
3. AC pavement Reconstruction and Resurfacing
4. Construction of AC berms
5. Tree pruning, removals and planting
6. Utility adjustments
7. Traffic loops
8. Traffic signage and striping

PROJECT-SPECIFIC ISSUES
Based on a preliminary site visit as well as our extensive experience working on residential and arterial street improvement projects, we have identified the following general issues that our team will be cognizant of during construction:

PEDESTRIAN ACCESS
The project includes reconstruction of PCC sidewalks, driveways, ADA curb ramps, and curb and gutter. We will work with the contractor to sequence and phase the work so as not to create significant impacts to pedestrian access. We will ensure that a clear and safe path of travel with proper signage is provided to pedestrians at all times. We will meet with the contractor at the beginning of each shift to ensure all potential issues related to pedestrian traffic are addressed.

CRACK SEALING - QA/QC
This is a critical phase of the work and is often overlooked. Ensuring that cracks are sealed properly minimizes the potential for deficiencies with the final product. We will work closely with the contractor to ensure all cracks (typically 1/8-inch or larger) are properly sealed. We also will ensure that cracks are properly routed/cleaned prior to sealing.

SLURRY SEALING QA/QC/CURE TIMES
We will ensure that the slurry seal is applied at the proper spread rate and that the finishing hand-broom work is neat and uniform. We also will ensure that the spreader stays far enough away from the edge of gutter to minimize the potential for gutter overspills. Finally, it is a tendency of some crews to open the streets too early, for fear of complaints from residents. This often results in the insufficient curing of the slurry and, in turn, damage to the final product. We will work with the contractor to ensure that the product has cured and is ready for vehicular traffic.

SLURRY SEALING ON MAJOR ARTERIALS
Slurry sealing major arterial roadways such as Carson Street and Madrona/Prairie Avenue results in major impacts to vehicular traffic – more so than with asphalt.
paving. This is primarily because lane closures last longer to allow for the product to cure sufficiently. We provided inspection services on a previous citywide street improvement project wherein major arterials, such as Del Amo Boulevard, were slurry sealed. We worked closely with the contractor to phase the work to minimize impacts to vehicular traffic. Specifically, this involved alternating lane and intersection closures (inside to outside or vice versa) as well as leaving "windows" to allow ingress and egress from properties fronting the street. We will employ similar strategies on this project.

During construction, our inspectors will ensure that traffic control is properly implemented per the approved plans as well as the latest WATCH manual and CA MUTCD requirements. Taper lengths and advance warning signage for lane closures are especially critical on major arterials. Our inspectors have a razor-sharp knowledge and understanding of the latest WATCH manual and CA MUTCD requirements, and they are experienced in reviewing traffic control setups to verify if they meet established standards. We also will work closely with the contractor to modify or adjust the proposed traffic control setups to ensure they are coordinated with the planned work sequence. Should any modifications be required, our in-house Traffic Engineering design team can readily provide assistance and technical support.

The General Specifications and Special Provisions typically require that the contractor provide advance notification to all affected properties. We will ensure that the formatting and language of the notification is reviewed and approved by the City and that it is issued in a timely manner. Our inspector also will ensure that verbal follow-ups are made prior to and during construction so as to minimize complaints. Indeed, all of our inspectors are adept at responding to public complaints and concerns.

The contract documents include specific sequencing/phasing of the proposed improvements. We will work closely with the contractor to ensure that the proper work sequence is implemented. Also, the required sequencing involves off-hours work (Saturday work). Our team is accustomed to off-hours work. We have completed several projects that required extensive off-hours work. Our inspectors are experienced and require very little supervision and guidance in terms of making construction-related decisions. Rest assured that if issues come up during off-hours, our inspectors will rely on their years of experience and technical expertise to make the correct decisions. Also, if need be, our proposed construction management team will be available via cellphone, email or text during off-hours. Finally, we have adequately staffed the project so that there is backup coverage for our inspectors in case double shifts are required.

During our site visit we noted schools within the project area. We will work closely with the contractor and administrative staff to provide sufficient advanced notification. We will also work with the contractor to sequence/schedule paving activities so as to minimize conflicts with school start and dismissal times.