



**City of Torrance, General Services Department - Request for Quotation (RFQ) – Not an Order**

**Return Fax: 310-781-7199 Attn.: Nina Schroeder or by e-mail to NSchroeder@TorranceCA.Gov  
Quotation Due By: 3:00 p.m., Monday, October 19, 2020. Late quotations will not be allowed.**

**Detailed Breakdown of Pricing Due at the Time of Interview**

**Ref.: Architectural Design Services of Prefabricated Metal Storage Building at Transit**

For questions regarding this RFQ, contact **Nina Schroeder, Sr. Business Manager** at **310-781-7151**

Quotations must be submitted on this form filled out completely. Vendors that do not fill out the City RFQ form will not be considered.

The successful Vendor will be issued a Purchase Order for the services required and will include the terms and conditions attached to this RFQ.

- Pricing is to be firm for the duration of the agreement. Vendors must take into account any price increases that may occur throughout the term, as no change orders will be authorized to increase the unit cost.
- The State of California Senate Bill 7 (SB7) for prevailing wage applies to construction contracts over \$25,000 and contracts for alteration, demolition, repair and maintenance over \$15,000. There are no exemptions.
- List and describe all applicable fees. Fees not listed below will not be authorized for payment on any invoices throughout the term of the purchase order.
- The vendor must provide certificates of insurance and/or endorsements indicating appropriate coverage to the City of Torrance General Services Department before a Purchase Order will be awarded as per terms and conditions attached to this Request for Quotation. ***The CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer*** must be named as additional insured under the automobile and general liability policies.
- Prior to the issuance of a Purchase Order, the vendor must submit to the City of Torrance General Services Department proof of a City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.
- Consultant must hold a current professional engineering license issued by the State of California in all applicable areas covered under the design project (i.e., Electrical, Civil, etc.).

## **NON-MANDATORY PRE-PROPOSAL CONFERENCE**

- Pre-proposal meeting on **Thursday, September 17, 2020 at 10:00 a.m.** at City Yard Transit, 20500 Madrona Avenue, Torrance, CA 90503. **Due to the pandemic you must wear a mask/face covering and keep 6 feet apart from others at all times, temperatures of each vendor will be checked at the door.**
- **Zoom meeting may be an option, if the COVID restrictions are still in place.**
- This RFQ 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 RFQ. In the event of a dispute over performance, the needs of the City of Torrance will govern. Should there be an absence of accurate as-built drawings, it is required that the design agency complete a thorough analysis of existing conditions.
- The scope of work must include all necessary requirements to meet applicable federal, state, and local codes. The successful proposer must determine and provide regulatory requirements. Plans will need to conform to code requirements and local ordinances and pass plan check.

### **Overview/Introduction:**

The City of Torrance is requesting quotations from qualified consultants for design services for a prefabricated metal storage building, approximately 40' X 80', 3200 Square Feet for the Transit Department. The non-conditioned prefabricated City Services Building will be located at the City Yard, 20500 Madrona Ave., Torrance CA 90503. The City intends to use the building as a warehouse for vehicles for protection in order to maximize their useful life, and as a future partial maintenance garage (later outfitted with maintenance equipment).

### **Scope of Work:**

The Scope of Work for this project includes complete biddable and constructible documents of a prefabricated metal storage building with roll up doors and electrical.

The building would need to have a high enough ceiling to be able to lift a bus in the future, approximately 24 feet in height.

Additionally the prefabricated metal storage building will include:

- 2 roll up doors to be at the North West side of the building. Current bus size is 8.5' wide x 12' ft. 4" tall, therefore, preference is for larger than current bus size.
- 1 roll up door on the North East Side. The roll up door on the East side of the building should be opposite of one of the west side doors to allow drive through if necessary.
- A smaller roll up door, further south on the west side of the building. Current measurement of fork lift door is 11' wide X 13' 8" high, preference is for larger than current fork lift door size.
- Pedestrian entry on the South West end of the building side.

Other items to include:

- Ventilation, electrical and lighting.

The building must comply with current California Building Code 2019 and Title 24 requirements

Construction site support is required for the project and will be accomplished via a separate contract when the associated construction contract is awarded

This RFQ 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 RFQ. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern. It is required that the design agency complete a thorough analysis of existing conditions.

The scope of work must include all necessary requirements to meet applicable federal, state, and local codes. The successful proposer must determine and provide regulatory requirements. Plans will need to conform to code requirements and local ordinances and pass plan check.

### **Design Development- Basic Requirements**

1. Consultant will provide a complete set of plans and specifications for permitting and construction as outlined in the Request for Quotations.
2. Retain additional design A/E firms, as required (Structural, Civil, MEP etc.) to provide a complete, constructible set of plans and specifications.
3. Site investigation to verify existing conditions. The City will provide hard copies of available building plans if electronic plans (PDFs) are not available. THE VENDOR IS REQUIRED TO PHYSICALLY CHECK THE SITE TO EXISTING PLANS FOR ACCURACY.
4. Plans will need to conform to code requirements and local ordinances and pass plan check.
5. Provide 5 sets of drawings and specifications for review by City 100% for review.
6. Submit 100% drawings to the City of Torrance Building Department for review.
7. Provide final working drawings – record copy on CD-ROM – AutoCAD format AND digitally by USB flash drive.
8. Provide as-built drawings- record copy on CD-ROM – Autocad format AND digitally by USB flash drive.

### **General Requirements:**

- A. The design process should include the following
  - i. Planning
  - ii. Review of existing conditions through site investigations, review of existing drawings and discussions with applicable City facilities staff. Existing drawings, (i.e., as-built drawings, etc.) Should be verified for correctness by the design firm
  - iii. Design
  - iv. Internal plan review (by the design firm)
- B. Design Development Requirements

- i. Consultant will provide a complete set of plans and specifications as outlined in the Request for Quotations.
- ii. Retain additional sub consultants as required (Structural, Civil, MEP etc.) to provide a complete and biddable set of plans and specifications as part of fixed fee.
- iii. Site investigation to verify existing conditions. The City will provide hard copies of the plans on the existing buildings. Electronic plans may not be available. The consultant(s) are required to physically compare the site to existing plans for accuracy.
- iv. Plans will need to conform to code requirements and local ordinances and pass plan check.
- v. Provide 5 sets of drawings and specifications for review by City staff (not plan check) 100% for review.
- vi. Provide written response to comments by the City
- vii. Provide an engineer's estimate with the 100% completed plans.
- viii. After review by City staff, Submit plans to the City of Torrance Building Department for review. The design firm is responsible for submittal of project documents to Plan Check and following this process through to final approval.
- ix. Provide final working drawings – record copy on CD-ROM – AutoCAD FORMAT
  - x. Provide completed plans electronically for bidding online – (PDF).
  - xi. Provide specifications in CSI format (current edition) submitted in MS Word (electronically).
  - xii. Specifications must include section 1 – General Requirements

#### C. Bid preparation

- i. Provide the City with digital and printed copies of materials as directed
- ii. Attend pre-bid job walks
- iii. Respond to all pre-bid RFI (request for information)
- iv. Review contractor bids

#### D. Construction Support Services

*Note that the City maintains on site project management services for daily project oversight*

- i. Attend preconstruction meeting(s)
- ii. Review project schedule of values
- iii. Respond to RFIs
- iv. Review, approve, track and record submittal processing
- v. Attend bi-weekly progress meetings (every 2 weeks)
- vi. Review project schedules
- vii. Attend on site meetings for clarification of plans or specifications as needed
- viii. Attend project completion punchlist inspections
- ix. Prepare the project completion punchlist report
- x. Modify construction drawings to indicate as-built conditions as needed

#### Other

1. The City prefers design quotations based on a **fixed fee**.
2. A City Business License is required.
3. The City's consulting contract will be used (attached. You will be required to meet the terms and conditions. We do not use the AIA design contract formats).
4. City staff normally does not coordinate the plan check review process for the A/E during plan check. There are no waivers given by the Building Department because it is a City project; however no fees are charged for City projects.

5. City does not pay for the following expenses

- Telephone calls
- Mileage
- Transportation

6. Printing and duplication costs should be included as part of the fixed fee quotation.

### Layout of Pre-Engineered Building at City Yard



**The City will provide:**

1. Access to the site
2. Set the quotation schedule and prepare the front end documents
3. Lead the mandatory job walk
4. Provide daily onsite construction administration for the project
5. Provide drawings of existing building

**The detailed breakdown of pricing must include:**

1. Total quotation amount for complete design (less the engineer's estimate)  
This includes but is not limited to: the drawings, specifications (using latest or similar to Construction Specification Institute (CSI) format submitted in MS Word), preliminary site investigations, meetings with City staff during design phase, attending the job walk, answering RFI's during the bidding and the construction periods, attending a bi-weekly construction meeting, reviewing change orders (if requested by the City), attend the final walk through and producing the punch list from the final walk through for distribution to attendees. Please separate out the costs at minimum by design, bidding phase, and construction administration. Reimbursable expenses should be a separate line item and as not to exceed amount as part of the overall fixed fee. A more detailed cost quotation is welcome.
2. Engineer's estimate. Please include cost to provide an engineer's estimate for construction. The engineer's estimate itself should be broken down into detail line items costs following the latest CSI format.
3. Design and Construction Schedule: Provide two schedules one for design, and provide an estimated construction schedule from Notice to Proceed to project Acceptance. The more detailed schedule is welcome.
4. Any exclusion to the quotation.

**General Design Requirements**

1. Retain additional design Architect/Engineer firms as necessary (Structural, Civil, EE, ME, etc.) to provide complete and biddable set of plans as part of fixed fee.
2. Provide 5 sets of drawings for review by General Services Department 100% (pre-plan check)
3. Submit completed design drawings directly to the Community Development Department (Building Department) for plan check, 2 full sets, separated by architectural, mechanical, structural, civil and electrical
4. Track progress during the plan check process.
5. Provide copies of all plan check or other comments provided by Community Development Department and during the project.
6. Provide 1 full set for reproduction after plan check approval and corrections and modifications are made. (1 hard copy-bond and 1 PDF copy)

7. Provide specifications in latest or similar to Construction Specification Institute (CSI) format submitted in MS Word (hard copy-loose leaf and memory stick).
8. General Requirements to be provided by City.
9. Attend job walk/pre- bid conference meeting with potential bidders.
10. Review and prepare response to contractor RFIs within 5 working days during bidding phase and 2 working days during construction.
11. Review and prepare response to design or code change quotations within 5 working days during bidding and construction phases.
12. Provide cost estimates for design or code change quotations within 5 working days during bidding and construction phases.
13. Review and approve equipment and materials submittals with 7 calendar days.
14. Attend preconstruction meeting
15. Review project schedule of values
16. Review, approve, track and record submittal processing
17. Review project schedules
18. Modify construction drawings to indicate as-built conditions as needed
19. Attend bi-weekly progress meetings at job site during construction.
20. Attend and provide input on the final inspection.
21. Review and provide comments on the final punch-list/walk-through.

### **Reimbursable Expenses**

This task is intended to budget for reimbursable expenses that are associated only with reprographics of plans and paper documents, postage when making submittals to the City and other agencies or utility companies. Costs to print documents, produce reprographics, postage, telephone, faxes and mileage for consultant's internal review and/or coordination with satellite offices or sub-consultants should be included in the fees for the various tasks. The reimbursable expenses should be a separate line item in your quotation but included in the overall fixed fee quotation amount.

**Term of Service:** The purchase order will be one year from date of award to include design, including plan check approval, and construction support. Design work including plan check approval will be accomplished prior to **January 29, 2021**.

### **Evaluation of Quotations:**

The City will be the sole determiner of suitability to the City's needs. Quotations will be rated according to the criteria set below. Points will be assigned to each criterion up to a maximum of 100 points.

Description of Evaluation Criteria	Possible Points
Interview/Experience of Firm and Assigned Staff	50
Project Design Schedule	25
Cost and Cost Effectiveness	25
Maximum Total Points =	100

Interview/Experience of Firm and Assigned Staff

Design consultants will be provided 60 minutes to provide an overview of their company to include: description of services provided, their expertise, key employees assigned to the project, staffing levels, ability to provide a quality project, methodology to minimize changes, timeliness of initial design and project support during construction and other factors that show the firm's ability to perform at an outstanding level. The interviews will be scheduled after the job walk.

Project Design Schedule

It is the experience and capability of proposer in providing plans and deliverables to complete entire work within the project scope and work schedule. Please provide a schedule starting from award date that reflects benchmarks/milestones with appropriate time to complete each design tasks.

Cost and Cost Effectiveness

Cost will be reviewed to determining which quotation best meets the needs of the City.

**Vendors Price Submittal:**

Service Description	Price Quote
Lump sum cost for project (please attach a detailed quotation outlining scope elements and costs for each specific item included)	\$

References		
Please supply the names of companies/agencies for which you recently supplied comparable services.		
Name of Company/Agency	E-Mail Address	Person to contact/Telephone No.
_____	_____	_____
Name of Company/Agency	E-Mail Address	Person to contact/Telephone No.
_____	_____	_____
Name of Company/Agency	E-Mail Address	Person to contact/Telephone No.
_____	_____	_____
Name of Company/Agency	E-Mail Address	Person to contact/Telephone No.
_____	_____	_____

By signing the price quote below, the vendor confirms that the price quoted includes all of the requirements listed in this Request for Quotation

By \_\_\_\_\_  
(Signature)

Printed Name \_\_\_\_\_

Company \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_ Cell: (\_\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_



## **PURCHASE ORDER TERMS AND CONDITIONS**

(For Services Only)

**DEFINITIONS:** The following meanings are attached to the following defined words when used in these terms and conditions and the purchase order. The word "City" means the City of Torrance, California. The word "Vendor" or "Contractor" means the person, firm, or corporation providing goods or services to the City.

The word "purchase order" means the contract, purchase order or blanket purchase order issued to the vendor by the City.

**INVOICES:** Two copies of the invoice must be mailed to the City of Torrance Finance Department not later than the day after work is completed. Invoices must contain the purchase order number, date services were performed, scope of service, itemized prices and extended totals. Payment will be made by the CITY in accordance with the terms specified on the first page of this Purchase Order.

To expedite payment, the BPO number must appear on all invoices, shipping documents and packages.

Payment(s) will be made upon verification and acceptance by the requesting department/division of items received or services performed and receipt of correct billing(s).

**ACCEPTANCE OF PURCHASE AGREEMENT:** This purchase order constitutes the CITY's offer to the Vendor and becomes a binding contract upon acceptance by the Vendor by commencement of performance. Any terms or conditions (including price and dates of performance) proposed by the Vendor in accepting the CITY's offer, which are inconsistent with or in addition to the terms and conditions set forth in this purchase order, will be void and of no effect unless and to the extent expressly accepted by the CITY in writing.

**CASH DISCOUNTS:** The date used as the basis for cash discounts calculation is the date the work is completed or the date an acceptable invoice is received, whichever is later.

**CHANGES:** The CITY has the right by written notice to change the nature or extent of the work covered by the purchase order, or the drawings and specifications related to the work, or to suspend the work. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the CITY as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated, will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete and without change in delivery schedule.

**FISCAL YEAR FUNDING:** Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned or allocated for the payment of such an obligation. If the funds are not allocated and available for the continuance of the function performed by the Vendor, the product or service directly or indirectly involved in the performance of that function may be terminated by the City at the end of the period for which funds are available.

### **TERMINATION OF PURCHASE AGREEMENT:**

#### **A. Termination without Cause.**

Either party may terminate this Purchase Order at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the Vendor must immediately cease all work or services except as may be specifically approved by the CITY. The Vendor will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

#### **B. Termination for Cause.**

If either party fails to perform any term, covenant or condition in this Purchase Order and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Purchase Order 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.

In the event this Purchase Order is terminated for cause by the default of the Vendor, the CITY may, at the expense of the Vendor and its surety, complete this Purchase Order or cause it to be completed. Any check or bond delivered to the CITY in connection with this Purchase Order, and the money payable will be forfeited to and remain the property of the CITY. All moneys due the Vendor under the terms of this Purchase Order will be retained by the CITY, but the retention will not release the Vendor and its surety from liability for the default. Under these circumstances, however, the Vendor and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Purchase Order Sum and any amount authorized for extra services.

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

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

In the event the Vendor 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 vendor; (iii) under state or federal antitrust statutes arising out of the submission of bids or quotations; or for any other cause the CITY determines to be so serious and compelling as to affect the Vendor's responsibility as a public consultant or vendor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Purchase Order or to impose other sanctions (that may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until the Vendor has been given notice and an opportunity to present evidence in mitigation.

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

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

**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.

**BUSINESS LICENSE:** Prior to the award of a Purchase Order, you are required to have a City of Torrance Business License if your company is located in the City of Torrance; will physically be working in the City of Torrance; or will be using your own vehicles to deliver to the City of Torrance. For additional information and licensing requirements, please contact the City of Torrance Business License Office at (310) 618-5923.

**OTHER LICENSES AND PERMITS:** The Vendor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Purchase Order.

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

**CARE OF WORK:** The Vendor must adopt reasonable methods and take reasonable steps during the life of the Purchase Order protect the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages. The Vendor will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**VENDOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS:** The Vendor must keep and maintain accurate books and records at its principal place of business concerning the performance of services pursuant to this Purchase Order, including but not limited to records of accounts between the CITY and the Vendor, specifications and drawings relating to the services, and progress and inspection reports concerning the work performed. The CITY and/or its duly authorized representative (including independent certified public accountants), will have the right, during regular business hours to inspect the Vendor's books and records and to make copies of that information at the CITY's expense. The Vendor will maintain these records for three years after final payment.

**INDEMNIFICATION:** The Vendor will indemnify, defend, and hold harmless the CITY, the City Council, each of its members, present and future, its officers, agents and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, bodily injury, death, personal injury, or property loss or damage arising from or related to acts or omissions of the Vendor, its officers, employees, agents, subcontractors or vendors, or in connection with the performance by the Vendor, its officers, employees, agents, subcontractors or vendors, of its services, except for liability resulting solely from the negligence or willful misconduct of the CITY, its officers, employees, or agents. Payment by the CITY is not a condition precedent to enforcement of this indemnity.

NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES: No officer or employee of the CITY will be personally liable to the Vendor, in the event of any default or breach by the CITY or for any amount that may become due to the Vendor.

INSURANCE:

- A. The Vendor must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:
- (1) Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
    - (a) Primary Bodily Injury with limits of at least \$5000,000 per person, \$1,000,000 per occurrence; and
    - (b) Primary Property Damage of at least \$250,000 per occurrence; or
    - (c) Combined single limits of \$1,000,000 per occurrence.
  - (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
  - (3) Workers' Compensation with limits as required by the Labor Code of the State of California and Employers Liability with limits of at least \$1,000,000 per occurrence.
  - (4) If vendor/Contractor provides services with data exposure, custom software coding/development or cloud services, Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 Aggregate.
- B. The insurance provided by the Vendor will be primary and non-contributory.
- C. The CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies
- D. The Vendor must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the Purchasing Division of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

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

CONFLICT OF INTEREST:

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Purchase Order, nor may any officer or employee participate in any decision relating to the Purchase Order 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.

WARRANTY FOR SERVICE:

The Vendor warrants that:

1. The Vendor's performance of the services called for by this Purchase Order does not and must not violate or conflict with (1) any applicable law, rule, or regulation applicable to the Vendor, or (2) any contracts between the Vendor and any third parties: and
2. the services performed must be performed with professional diligence and skill: and
3. that in the event of a nonconformity or breach of any warranty herein, the Vendor must provide the services to the CITY necessary to correct or remedy any noncompliance or breach.

**WARRANTY DISCLAIMER:** Where applicable, CONSULTANT warrants that it possesses the necessary intellectual rights to license to City the hardware and software provided for the services provided pursuant to this Agreement. Consultant agrees to indemnify and save the City harmless from and against any and all judgments, suits, costs, and expenses subject to the limits set forth in this agreement resulting from any alleged infringement of any patent or copyright arising from the licensing or use of the hardware and software for the services provided pursuant to this Agreement, provided that the City has notified CONSULTANT in writing of such allegation within thirty (30) days of the date upon which the City first received notice thereof. CONSULTANT'S obligation to indemnify and save the City harmless under this paragraph is void if the claim of infringement arises out of or in connection with any modification made to the software or hardware or any use of the software or hardware not specifically authorized in writing by CONSULTANT.

**NOTICE:**

- A. All notices, requests, demands, or other communications under this Purchase Order will be in writing. Notice will be sufficiently given for all purposes as follows:
- (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  - (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  - (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
- 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.

**PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING:** This Purchase Order and all exhibits are binding on the heirs, successors, and assigns of the parties. The Purchase Order may not be assigned or subcontracted by either the CITY or the Vendor without the prior written consent of the other.

**INTEGRATION; AMENDMENT:** This Purchase Order represents the entire understanding of the CITY and the Vendor 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 Purchase Order. The Purchase Order may not be modified or altered except in writing signed by both parties.

**INTERPRETATION:** The terms of this Purchase Order 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 Purchase Order or any other rule of construction that might otherwise apply.

**SEVERABILITY:** If any part of this Purchase Order 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 Purchase Order will remain in full force and effect.

**TIME OF ESSENCE:** Time is of the essence in the performance of this Purchase Order.

**GOVERNING LAW; JURISDICTION:** This Purchase Order will be administered and interpreted under the laws of the State of California. The parties consent to the jurisdiction of the state and federal courts located in Los Angeles County, California for the resolution of all disputes arising under this Purchase Order, and the parties agree that jurisdiction and venue for proceedings will lie exclusively with those courts. Service of process in any proceeding (including service of process for the institution of a proceeding) may be made by certified mail, return receipt requested, directed to the respective party.

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

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

**ATTORNEY'S FEES:** In any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Purchase Order (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Purchase Order, 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.