



**Request for Proposals (RFP)**

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | [www.TorranceCA.Gov](http://www.TorranceCA.Gov)

<b>RFP No. B2021-31</b>	<b>RFP for Construction Inspection Services for Van Ness Water Wells Transmission Main, CIP No. I-145</b>
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<b>RFP Submittal Information</b>	
Mail or hand deliver Proposals. No faxed proposals. <b>No Late proposals.</b>	
<b>Location:</b>	Office of the City Clerk 3031 Torrance Blvd. Torrance, CA 90503
<b>Date:</b>	Monday, August 30, 2021
<b>Time Deadline:</b>	3:00 p.m. Local (Pacific) Time

**Submittal Requirements**

**A FIRM PREVIOUSLY HIRED BY THE CITY TO PERFORM ENGINEERING DESIGN SERVICES FOR THIS PROJECT CANNOT PROPOSE OR PROVIDE ITS SERVICES FOR THE CONSTRUCTION PHASE.**

An original plus four (4) printed copies and one electronic copy of your RFP submittal must be in a sealed envelope and marked with RFP number and title by the deadline time listed above. Your submittal must include the following:

- Complete Proposal for Construction Inspection Services in the format specified in Section II.
- Consultant’s Response (Section III of this document pages 13 through 23) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer’s Affidavit (Attachment 2)
- Acknowledgement of Addenda, if any, issued by the City.
- Any proposed alternative language to the City’s Pro Forma Consulting Service Agreement (Attachment 3)

**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 23, 2021.
- Your questions should be directed to:

Jeffrey D. Kidd, P.E.  
Associate Engineer  
[jkidd@torranceca.gov](mailto:jkidd@torranceca.gov)

**SECTION I RFP INSTRUCTIONS AND INFORMATION**

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 30, 2021. An original and four (4) printed copies and one electronic copy of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Construction Inspection Services for Van Ness Water Wells Transmission Main, CIP No. I-145, RFP No. B2021-31".

**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 inspection services and materials testing services for the Van Ness water Wells Transmission Main, CIP No. I-145 project. Construction is anticipated to take approximately twelve (12) months to complete. The estimated construction cost is between \$8,500,000 and \$9,500,000. Information is available on the City's project website at <https://www.torranceca.gov/our-city/public-works/civil-and-traffic-engineering/capital-improvement-projects/van-ness-water-i-145>.

**Definitions:**

Word	Definition as applied to this RFP
City	The City of Torrance, California
Vendor, Contractor, Proposer, Firm or Consultant	The person, firm, company or corporation providing the primary services to the City, or submitting a proposal in response to this RFP.
Engineer	The Public Works Director and/or City Engineer of the City of Torrance, acting either directly or through properly authorized agents (e.g. Engineering Manager, Project Engineer, or Inspector), and such agents acting within the scope of the particular duties entrusted to them.
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals
Subconsultant	The person, firm, company or corporation providing geotechnical services (material testing) as a subcontract to the prime Consultant. The Subconsultant proposal shall be included in the primary Consultant's proposal to the City in response to this RFP.

## **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 Inspection Services for Van Ness Water Wells Transmission Main, CIP No. I-145, RFP No. B2021-31" 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, with an address and telephone number. If made by a business entity, it must be signed by an authorized person that executes binding agreements and contracts. A full business address and telephone are required.

Blank spaces in the proposal form must be completed using ink, indelible pencil, or typewriter. The text of the proposal form must not be changed and no additions. 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.

Proposals for both inspection and material testing must be provided for Proposal to be considered.

## **Questions:**

Questions must be submitted in writing via email to Jeffrey D. Kidd, P.E., Associate Engineer, [jkidd@torranceca.gov](mailto:jkidd@torranceca.gov) or John Dettle, Engineering Manager, [jdettle@torranceca.gov](mailto:jdettle@torranceca.gov) by 12:00 P.M Noon, local Pacific time on Monday, August 23, 2021. 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 issued as an addendum and posted on the project website no later than 12:00 p.m. noon, local Pacific time on Wednesday, August 25, 2021. It is the responsibility of the Proposer to check the project website for any Addenda issued. 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.

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date. 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 and may cause disqualification.

## **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:**

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.

It is the responsibility of the Proposer to check the project website for any Addenda issued. All addenda must be acknowledged and 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 2).

**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's project evaluation team will evaluate proposals based on the evaluation criteria listed below. Both Proposals from the Consultant and the Subconsultant will be evaluated. Points will be assigned to each criterion up to a maximum of 100 points. Proposals will be ranked based on the total amount of points received during the evaluation, 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. The Firm with the highest ranking will be awarded the Contract.

Description of Evaluation Criteria	Possible Points
<b>Construction Inspection</b>	
Firm's qualifications and experience with Public Works construction project inspection; understanding of scope; and completeness of RFP	30
Proposed Inspectors' qualifications and experience with similar projects	30
Proposed wage rates and/or fees	40
<b>Maximum Total Points =</b>	<b>100</b>

**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 3), 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 initial contract will be for a period of 2 years from the date it is approved by City Council, and the execution of the Contract is provided. Construction is anticipated to last for approximately twelve (12) months.

**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. The Consultant must submit their original hardcopy invoice to John Dettle at 20500 Madrona Avenue, Torrance, CA 90503. The invoice must reference the Van Ness Water Wells

Transmission Main, CIP No. I-145 Project. In addition, the Firm must also email their invoice to Jeffrey Kidd at [jkidd@torranceca.gov](mailto:jkidd@torranceca.gov) and must copy [jdettle@torranceca.gov](mailto:jdettle@torranceca.gov), [szorich@torranceca.gov](mailto:szorich@torranceca.gov), and [mbroesamle@torranceca.gov](mailto:mbroesamle@torranceca.gov).

**Suspension of Procurement:**

The City may suspend, in writing all or a portion of the procurement of 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 proposers of its intent to award. Results will be posted on the City of Torrance Web site [http://www.torranceca.gov/PDF/Recommendation to Award Notification.pdf](http://www.torranceca.gov/PDF/Recommendation%20to%20Award%20Notification.pdf)

**City of Torrance Bid/RFP Protest Procedures:**

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance website at: <https://www.torranceca.gov/government/finance/purchasing-division/current-bids/bid-rfp-protest-procedures>. Click on "Bid and RFP Protest Procedures".

**Insurance:**

Refer to the City's Standard Consulting Services Agreement in Attachment 3.

**SECTION II TECHNICAL REQUIREMENTS****Overview/Introduction:**

The City of Torrance is requesting proposals from qualified firms to provide Construction Inspection Services for the Van Ness Water Wells Transmission Main, CIP No. I-145 Project for the City of Torrance Public Works Department, Engineering Division.

The Project is a City-funded potable water main installation to allow transmission of well water from three wells located in the north part of the City near Artesia Boulevard and Van Ness Avenue to an existing storage, treatment and pumping facility in the southern part of the City near Border Avenue and Plaza Del Amo (Attachment 1). The work generally consists of the construction of 30-inch, 24-inch, and 18-inch water transmission mains of steel, ductile iron, or HDPE with appurtenances, HP storm drains with catch basins and appurtenances and sewer pipe and manhole relocations.

The estimated construction cost ranges from \$8,500,000 to \$9,500,000, not including inspection or material testing. The construction duration is anticipated to last 250 working days from the Construction Notice to Proceed. Interested firms must propose one (1) full-time qualified inspector and one (1) qualified alternate to be considered.

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 RFP. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**Scope of Work:****Task 1: Project Management and Administration**

Project Management shall include time for a Project Manager to perform overall management of Firm's performance on the Project. Typical tasks may include, but are not limited to, being the prime contact between the Firm and the City, preparing and tracking schedules, tracking contract budgets and expenditures, preparing invoices and progress summaries, attending meetings, implementing QA/QC procedures, and all other management tasks required on the project.

Project Administration shall include overall clerical/administrative support, including but not limited to, report preparation or editing, reproduction of deliverables, preparation and mailing of invoices, contract support, and all other administrative tasks required on the project.

**Task 2: Construction Inspection Services**

The awarded Firm will provide one (1) qualified inspector and one (1) alternate to perform Construction Inspection Services of the water line construction to verify that all work and materials comply with the Project Specifications and Special Provisions. Project information including plans specifications, and project location map is posted on the project website at <https://www.torranceca.gov/our-city/public-works/civil-and-traffic-engineering/capital-improvement-projects/van-ness-water-i-145>.

A qualified Construction Inspector, at a minimum, must perform the following tasks/duties:

- Familiarize with and review the Contract documents.
- Assist City staff with overall inspection of the project and serve as general liaison between the Contractor and the City.
- Attend all meetings as required, including project kick-off meeting, Community Meetings, Pre-construction meeting, and progress meetings as required.
- Review and monitor the Contractor's approved construction schedule and amendments thereto. Assist City staff with monitoring and enforcing the construction schedule.
- Require, monitor, and document compliance with the Contract Specifications, including compliance with OSHA, Division of Drinking Water (DDW), and all other permitting requirements.
- Coordinate with all outside Agency Inspectors and monitor all inspections required by the permit. During these inspections the Inspector must document any corrective actions or follow up.
- Be present on the construction site while construction activity is in progress. Inspector may split time between separate construction headings. Should sick or vacation time be needed, Inspector shall arrange for the qualified alternate to perform the work. A qualified alternate will be included in the proposal.
- Observe all material placement to verify conformance with Contract Documents. Assist City staff with scheduling required materials testing, sampling, and provide assistance and direction to technicians performing materials testing.
- Measure the work completed in-place and verify quantities with the Contractor prior to submission of invoice for payment.
- Ensure proper documentation of any Change Order and/or Daily Extra Reports.
- Assist City staff with enforcing the project specifications related to labor compliance and conduct employee interviews when needed. Document and report any labor violations and assist City staff with enforcement to correct any compliance issue and/or violations.
- Be QSP/QSD licensed and perform NPDES construction permit inspections.
- Prepare daily inspection reports that at a minimum shall include: type of personnel on site (contractor; subcontractor, etc.); name number and classification of employees for each firm; time periods for various activities; type of work being performed; SWPPP/BMP compliance; and weather. Failure to meet this requirement may result in the City withholding funds due to the Inspection firm, until work is performed to City's satisfaction. Form to be provided by the City.
- Prepare weekly statement of working days. Form to be provided by the City.
- Monitor traffic control compliance with plans, specifications, and permits and coordinate any adjustments as needed.
- Ensure stormwater SWPPP and BMP compliance.
- Assist the City in ensuring that all resident notifications are being distributed by the Contractor and any resident complaints are responded to.



- Assist with coordination with City Operational staff for scheduling of work (i.e. water main shutdowns, water main testing, water valve adjustments).
- Assist City staff with Public Relations and responding to inquiries from the general public.
- Review with Contractor and City all items requiring corrective action.
- Review Contractor performance, as required, and discuss discrepancies as they occur.
- Develop "Punch List" for the City and monitor corrections made.
- Prepare red-line set of record drawings, monthly to coincide with progress payments.

A qualified Construction Inspector must have a minimum of five (5) years of previous experience with inspecting Public Works projects related to water main construction for public agencies. Desired qualifications also include experience with inspecting projects that involved water main construction, traffic control/staging, concrete work, roadway paving, and traffic striping and markings. The candidate must be familiar with the Standard Specifications for Public Works Construction (SSPWC "Greenbook"), Standard Plans for Public Works Construction (SPPWC "Greenbook"), State of California Department of Transportation (Caltrans) Standard Plans, and the Caltrans Standard Specifications. Prior background with Caltrans encroachment permits, Los Angeles County Road Permits, Los Angeles County Flood Control District access permits, and NPDES construction permit requirements is desirable.

### **Cost**

List and describe all applicable fees. Also include an hourly rate schedule for all personnel to be assigned to the project. Hourly rates shall remain fixed for the duration of the contract. Fees not listed will not be authorized for payment on any invoices throughout the term of the Contract.

Firm shall provide services on an on-call basis per the rates provided in the Fee Proposal in Section III.

### **Vendor Availability During Project:**

Inspectors must be accessible by cell phone typically from 7 am to 7 pm. Inspectors will typically be required to work Monday through Friday (8 hours/day) as well as certain Saturdays, and when needed, and after hours to perform complete inspection services for the 250 working day duration of construction. Separate hourly rates for overtime and weekends are provided for in the Fee Proposal.

### **Proposal Submittal**

Each Firm must submit an original plus four (4) copies and one electronic copy of their proposal. Proposals must include the following information in the ordered format outlined below:

1. Cover Letter
2. Resume of proposed Project Manager
  - Qualifications
    - List education, licenses, and/or certifications
  - Recent Project Management Experience

- List similar projects - indicate client/owner, project scope, cost and completion dates
  - Describe relevant work performed on each project
3. Resumes of no more than one (1) qualified candidates/inspectors and one (1) qualified alternate. The resumes shall be for the actual personnel to be assigned to the project. No substitutions will be allowed.
    - Qualifications
      - List education, licenses, and/or certifications
    - Recent Inspection Experience
      - List similar projects - indicate client/owner, project scope, cost and completion dates
      - Describe relevant work performed on each project
  4. Proposal Submittal (Section III) on the forms provided.
    - Firm's Background and Recent Experience with Similar Projects (Include projects that proposed Project Manager has worked on)
    - Subconsultants
    - Firm References
    - Candidates' References
    - RFP Submittal Acknowledgment
    - Fee Proposal
  5. Firm's Hourly Rate Schedule
  6. Proposer's Affidavit (Attachment 2)
  7. Acknowledgment of Addenda, if any, issued by City
  8. 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.

RFP No. B2021-31

RFP for Construction Inspection Services for Van Ness Water Wells  
Transmission Main, CIP No. I-145

**SECTION III PROPOSAL SUBMITTAL**

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Request for Proposals (RFP)", the following proposal is submitted to the City of Torrance.

**RFP Submitted By:**

_____		
Name of Company		
_____	_____	_____
Street Address	City	Zip Code
_____	_____	
Telephone Number	Fax Number	
_____	_____	
Printed Name/Title	E-Mail Address	
_____	_____	
Signature	Date	

**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:

_____	_____
Printed Name	Title
_____	_____
Telephone	E-Mail Address

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

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

Addendum No.	Date Received

Addendum No.	Date Received

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

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

**Contract Representative:**

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**Subcontractors:**

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

Yes, we will be using subcontractors and have listed their contact information below.

No, we will not be using any subcontractors for this project.

Company Name	Name of Contact	Title
Telephone Number	Fax Number	Email Address

Please explain the working relationship between your company and the subcontractor.

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Proposal Submittal (continued):

Vendor Name: \_\_\_\_\_

**Construction Inspection Firm's 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. **Do not include the City of Torrance as a reference for this RFP.**

1	Name of Company/Agency:	
	Street Address:	
	City: State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**Construction Inspector References (Inspector 1):**

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. **Do not include the City of Torrance as a reference for this RFP.**

1	Name of Company/Agency:	
	Street Address:	
	City: State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	



Proposal Submittal (continued):

Vendor Name: \_\_\_\_\_

**Construction Inspector References (Inspector 2):**

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. **Do not include the City of Torrance as a reference for this RFP.**

1	Name of Company/Agency:	
	Street Address:	
	City: State, Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
2	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
3	Name of Company/Agency:	
	Street Address:	
	City, State Zip Code:	
	What Product/Service did you provide to this Company/Agency?	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

RFP Submittal Requirement and Acknowledgement	
Vendors are required to answer each of the questions listed below. You must indicate below that you have provided this information in your proposal submittal. You must attach additional sheets to your RFP submittal describing in detail the service you are proposing.	
RFP Scope of Work Questions	Indicate what page in your proposal you have answered this question.
Did you include the original plus four (4) printed copies and one (1) electronic copy of your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include a signed Affidavit Form with your RFP Submittal?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information on page 16 of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you complete a project proposal as described in Section II Technical Requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include all addenda, if any, issued by the City?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you include resumes for the Project Manager, one (1) qualified Inspector, one (1) qualified alternate and Technician?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include References for the Firm(s) and for each candidate)?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Are your Prevailing Wage Rates included, as well as the Firm's hourly rate schedule?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Have you included Proposed Alternative Language to City's Pro Forma Consulting Services Agreement (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal

Proposal Submittal (continued):

**Vendor Name:** \_\_\_\_\_

**Fee Proposal**

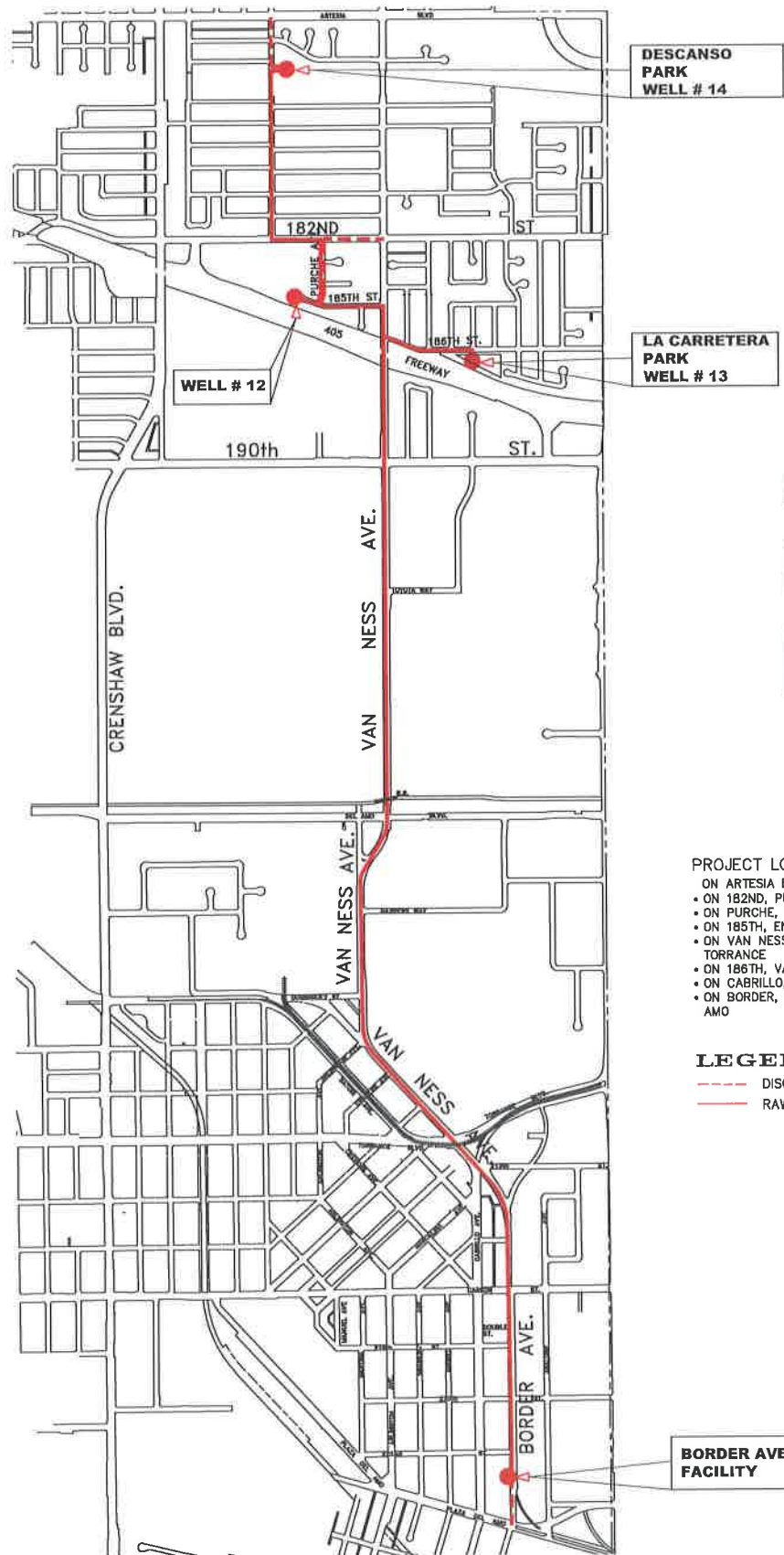
<b>Van Ness Water Wells Transmission Main, CIP No. I-145</b>				
Task	Description	Estimated No. of Hours	Labor Cost/Hr. (\$)	Cost
1.0	Project Management and Administration	200	\$	\$
2.1	Inspector's Weekday Rate <sup>1</sup>	2,200	\$	\$
2.2	Inspector's Weekday Overtime Rate <sup>2</sup> (as needed)	48	\$	\$
2.3	Inspector's Saturday Rate <sup>1</sup> (as needed)	48	\$	\$
2.4	Inspector's Sunday/Holiday Rate <sup>1</sup> (as needed)	32	\$	\$
			<b>Total Fee</b>	\$

Notes:

- 1) <sup>1</sup> = Up to 8 hours per day
- 2) <sup>2</sup> = Beyond 8 hours per day, but not more than 12 hours.
- 3) The rates provided by the Consultant must be inclusive of all labor, overhead, materials, equipment, cell phone, vehicle, mileage, and any additional costs necessary to perform the work. There will be no additional costs for travel time or other reimbursable costs.
- 4) The hours listed above are estimated for two inspectors' full time.
- 5) The hours shown above are approximate only. The actual hours and cost will be on a time and materials basis. All overtime and weekend work must be approved by the Engineer beforehand.

**ATTACHMENT 1**  
**PROJECT LOCATION MAP**

X:\ENG\CIP\_Van Ness Mains And La Carretera Modifications, CIP I-145\General Location Map1.dwg



- PROJECT LOCATIONS:**
- ON ARTESIA BLVD TO 182ND.
  - ON 182ND, PURCHE TO VAN NESS
  - ON PURCHE, 185TH TO 182ND
  - ON 185TH, END TO VAN NESS
  - ON VAN NESS, 185TH TO TORRANCE
  - ON 186TH, VAN NESS TO TAYLOR
  - ON CABRILLO, TORRANCE TO 213TH
  - ON BORDER, 213TH TO PLAZA DEL AMO

- LEGEND**
- - - DISCHARGE LINE
  - RAW WATER LINE

**CITY OF TORRANCE VAN NESS WELL FIELD  
PROJECT CIP No. I-145**

**ATTACHMENT 2**  
**PROPOSER'S AFFIDAVIT**

STATE OF CALIFORNIA

PROPOSER'S AFFIDAVIT

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)

**ATTACHMENT 3**

**CITY OF TORRANCE PRO FORMA CONSULTING SERVICES AGREEMENT**



## 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 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 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. 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

Firm Name  
Type of Entity

\_\_\_\_\_  
Patrick J. Furey, Mayor

By: \_\_\_\_\_  
Signer  
Title

ATTEST:

\_\_\_\_\_  
Rebecca Poirier, MMC  
City Clerk

APPROVED AS TO FORM:  
PATRICK Q. SULLIVAN  
City Attorney

By: \_\_\_\_\_

Attachments:      Exhibit A      Request for Proposals  
                         Exhibit B      Proposal

**EXHIBIT A**  
**REQUEST FOR PROPOSALS**  
**[To be attached]**

**EXHIBIT B**

**PROPOSAL**

**[To be attached]**