



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2022-48

RFP for Facility Assessment Services for the City of Torrance

RFP Submittal Information

Proposals may be mailed, or hand delivered. No faxed proposals will be accepted. **Late proposals will not be accepted. No Exceptions.**

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

Proposal Due Date: January 23, 2023

Time Deadline: 3:00 p.m. Local (Pacific) Time

Submittal Requirements

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

- Vendor's Response (Section III of this document pages 15 through 24) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Proposer's Affidavit (Attachment 1)
- Cover Letter
- Table of Contents (Project Understanding and Approach, Firm and Sub-Consultants qualifications and experience with similar projects, Project team organization chart and brief biographies & experience of key personnel, Relevant Projects of project team and References, Project Schedule, Cost)

Proposers will be disqualified if their proposal does not include the above items.

Prior to the award of a Contract

The successful vendor, must submit the following to the City of Torrance

- Proof of insurance 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 **Wednesday, December 21, 2022.**
- Your questions should be directed to:

Nina Schroeder
Sr. Business Manager
NSchroeder@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, January 23, 2023**. An original and three (3) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: **“RFP for Facility Assessment Services for the City of Torrance, RFP No. B2022-48.**

The City of Torrance:

The City of Torrance is situated on the western side of Los Angeles County. It is bordered 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, 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 regard to population.

Overview/Introduction:

The City of Torrance is requesting proposals from qualified vendors to provide comprehensive, professional Facility Assessment Services for 135 structures, totaling approximately 847,362 square feet. The inventory includes municipal government offices, fire stations, the police department, libraries, park and recreation facilities, cultural art amenities, etc. The purpose of the facility assessment is to provide comprehensive documentation and analysis of the City’s existing built facilities. The analysis will be utilized for prioritizing capital improvements and maintenance requirements, as well as assisting with allocating operating budgets and informing the establishment of on-going maintenance schedules. Prospective firms will be required to provide team qualifications, proposed work plan, proposed project schedule, and other related items as part of the proposal submittal.

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 services to the city, or submitting a proposal in response to this RFP
Contract, Purchase Order, Agreement, Purchasing Agreement	The agreement between the awarded Vendor and the City as a result of this Request for Proposals

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked **“RFP for Facility Assessment Services for the City of Torrance RFP No. B2022-48** and addressed to the City Clerk, City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to

execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

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

Questions:

*Submit questions in writing via email to Nina Schroeder at NSchroeder@TorranceCA.gov by **12:00 P.M Noon**, local Pacific Time on **Wednesday, December 21, 2022**. No questions will be answered by telephone. Questions submitted after this date will not be answered. Written answers and any other changes to the RFP will be sent (via email or the US Postal Service) to all known prospective proposers as an addendum to the RFP.*

To ensure fairness and avoid misunderstandings, all communications must be in written format and submitted via e-mail by the due date. 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 may not take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. If there are errors or omissions, you will be notified.

Proposers Examination of Requirements:

The Proposer is required to carefully examine 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.

Attach all addenda to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause for rejection.

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

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

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

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

Affidavit:

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

License Requirements:

It is anticipated that the consultant team will be an interdisciplinary team (potentially involving multiple firms) likely to include a California licensed Civil/Structural Engineer, Mechanical Engineer, Electrical Engineer, Architect and Appraiser, as appropriate.

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, qualifications of the project team, prior experience with similar scope of work, project schedule, and cost.

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

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

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

Description of Evaluation Criteria	Possible Points
Understanding of the project and scope of work; and completeness of RFP	25
Experience and Qualifications of proposed project team	20
Relevant projects of proposed project team members	15
Project Schedule and Timeline	15
Reference Review	5
Cost and Cost Effectiveness	20
Maximum Total Points	100

PART I – EVALUATION OF PROPOSALS: After receipt of proposals for this project, the City's project evaluation committee will evaluate proposals based on the criteria listed below (with exception of cost) and develop a short list of qualified Firms. The Firms on this short list will then be invited to interview with the City.

PART II – INTERVIEW: At the time of the interview, invited Firms must submit a detailed fee proposal that includes a cost for each task of the project using the work plan outlined in the Scope of Work section of the RFP. Firms may list any additional services and associated costs that are not covered in the City’s scope of work. These items should be listed separately from those specifically requested so they may be considered.

PART III – POST INTERVIEW EVALUATION: After the completion of the interviews and the scoring of the interview and cost components, the City’s project evaluation committee will invite the highest-ranking Firm to negotiate a final contract as a result of this RFP. Cost proposals for each individual project of each project may be requested from the selected firm prior to award project scope of work. If negotiations fail, the next highest-ranking firm will be invited to negotiate a final contract.

The Contract:

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

Contract Term:

The contract term will be based on the proposed project timeline provided as part of RFP submittal requirements (refer to technical specifications for details). Once the timeline is agreed upon, the project will need to be completed within the timeframe after receipt of the Notice to Proceed issued by the City.

Fiscal Year Funding:

Each payment obligation of the City is conditioned upon the availability of state or local government funds which are apportioned and allocated for the payments 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.

Independent Contractor:

The successful proposer is and will at all times remain as to the City, a wholly independent contractor. Neither the City nor any of its agents will have control over the conduct of the Contractor or any of the Contractor’s employees, except as otherwise set forth in the awarded Agreement. The Contractor’s agents and employees are not and will not be considered employees of the City for any purpose. The Contractor may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the City. The City has no duty, obligation, or responsibility to the Contractor’s agents or employees under the Affordable Care Act. The Contractor is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to the Contractor’s agents and employees. The City is not responsible and will not be held liable for the Contractor’s failure to comply with the Contractor’s duties, obligations, and responsibilities under the Affordable Care Act. The Contractor agrees to defend, indemnify and hold the City harmless for any and all taxes and penalties that may be assessed against the City as a result of the Contractor’s obligations under the Affordable Care Act relating to the Contractor’s agents and employees.

Payments:

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

Suspension of Procurement:

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

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

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

Notice:

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

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

VENDOR: Will be determined upon award of contract.

Notice of Intent to Award:

Approximately two (2) weeks prior to the anticipated City Council meeting awarding a contract as a result of the RFP, the City will notify all proposers of its intent to award. Results will be posted on the City of Torrance Web site <https://www.torranceca.gov/government/city-clerk/request-for-proposals>

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: <https://www.torranceca.gov/government/city-clerk/request-for-proposals>

Insurance:

The Consultant must maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Consulting Services Agreement included in the RFP.

INDEMNIFICATION: The Consultant 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 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.

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

The City of Torrance is requesting proposals from qualified vendors to provide comprehensive, professional Facility Assessment Services for 135 structures, totaling approximately 847,362 square feet. The inventory includes municipal government offices, fire stations, the police department, libraries, park and recreation facilities, cultural art amenities, etc. The purpose of the facility assessment is to provide comprehensive documentation and analysis of the City's existing built facilities. The analysis will be utilized for prioritizing capital improvements and maintenance requirements, as well as assisting with allocating operating budgets and informing the establishment of on-going maintenance schedules. Prospective firms will be required to provide team qualifications, proposed work plan, proposed project schedule, and other related items as part of the proposal submittal.

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 services that meet or exceed the requirements of this RFP. In the event of a dispute over services or performance, the needs of the City of Torrance will govern.

Required services shall include, but are not limited to the following:

1. Identify and document current conditions of existing City-owned structures, including the structural integrity, physical state of each building and their associated mechanical systems, and compliance with modern building codes, effective useful life, and remaining useful life.
2. Identify the replacement and/or renovation costs of each building and make recommendations as to which (if any) buildings should be renovated, replaced, relocated, etc., as needed.
3. Recommend upgrades and improvements where applicable for corrections for deficiencies (maintenance, replacement, repair and/or renovation).
4. Provide a suggested priority list and timeline for accommodating the recommended replacement, repairs, and/or reconstruction work.
5. Provide cost estimates for recommended repair, replacements, and/or renovation work for each of the facilities.
6. Forecast future facility renewal/reconstruction costs.
7. Provide recommendations of preventative maintenance for on-going building maintenance as compared to industry standards including but not limited to: on-going building maintenance, equipment replacement, janitorial needs and staffing, basic cleaning/deep cleaning, paint, flooring replacement, lighting replacement, etc.
8. Identify potential improvements to current level of energy conservation. Include potential energy efficiency opportunities to enhance operations. Consider efficiency and environmental improvements. Potential return on investment should be included in the recommendation.
9. Provide a detailed Facility Assessment Report using the data collected during the on-site facility assessment and analysis, the company shall provide a report to include decision-making classification ratings.

10. Make a presentation to the City of Torrance upon completion of the report (and include a cost rate per City Council meeting should additional City Council meetings be required).

The types of building systems surveyed may vary with each building and shall include, but are not limited to, the following systems:

1. SITE: topography, drainage, access/egress, paving, curbing, parking, flatwork, utilities.
2. EXTERIOR SYSTEMS: foundation, basements, roofs, walls, window systems, exterior doors, exterior sidings, civil/structural/mechanical components. To the extent possible gather key data into spreadsheet from major MEP system equipment tags include equipment type, location, manufacturer, model number, serial number, date of manufacture, nominal capacity (i.e. – Btu/hr, hp, tonnage, etc.), and estimated remaining life.
3. INTERIOR SYSTEMS: walls, doors, flooring, ceilings, ceiling systems, hardware, lighting, architectural components, visible structural components, stairs/stairwells, interior finishes.
4. FIRE/LIFE SAFETY ISSUES: including hazards, alarms, and fire escapes.
5. HEATING, VENTILATION, AND AIR CONDITIONING: including controls and terminal units.
6. CONTROL SYSTEMS MAINTAINABLE EQUIPMENT: includes but not limited to Building and HVAC Controls, Boilers, Chillers, Cooling Towers, Ducts, Lighting, Package HVAC Units, Major Exhaust Equipment, Hot Water Heaters, Air Handling Units and Controls Commercial Overhead Doors/Sliders, Compressors/Refrigeration, Pumps, Electrical Service Equipment
7. ELECTRICAL: including internal and site electrical and service distribution and back-up generators, emergency power and generated power systems.
8. PLUMBING SYSTEMS: restrooms, fixtures, supply, storm and sanitary sewer drainage, valving, irrigation
9. FIRE PROTECTION /HEALTH/LIFE SAFETY SYSTEMS: Fire suppression and smoke and carbon monoxide detection.
10. SPECIALIZED CONSTRUCTION AND OUTBUILDINGS
11. SPECIALIZED EQUIPMENT AND SYSTEMS
12. ELEVATOR SYSTEMS
13. AMERICANS WITH DISABILITY ACCESSIBILITY – ADA REQUIREMENTS and necessary improvements.
14. SEISMIC/HAZARDOUS MATERIALS: Consultant is expected to generally address observed seismic deficiencies and general hazardous materials (lead, asbestos, etc.) conditions and/or concerning environmental considerations, based on known/assumed age and type of construction for each facility. Specialized destructive seismic testing or hazardous material sampling/testing is not in the scope of proposed facility assessment.
15. SUN SCORE: Provide sun score for each building facility, excluding prefabricated restrooms & storage sheds for technical and financial evaluation to determine the feasibility of solar photovoltaic system installation.
16. ENERGY EFFICIENCY: Review of current energy usage and operational practices, including the development of options for savings based on improved consumption practices and operational, maintenance and systemic changes.
17. BUILDING SECURITY: To the extent possible gather key data of Alarm Systems, Security cameras, Entrance key locks, etc.

INSPECTIONS At a minimum, inspectors shall gather the following information on each property:

1. PROPERTY CHARACTERISTICS: An inventory of all building systems with each system component quantified as a count, an area, a length, and/or a height; whichever measurement is most appropriate for each system. Confirmation/validation of building area (square footage) shall be obtained during inspection.
2. AGE: Identification/approximation of the year each system component was installed.
3. CURRENT CONDITION: An assessment of the current condition of each system component and a determination of the level of repair necessary to restore or replace these components to achieve optimal condition.
4. FACILITY NEEDS: A summary of how each facility is being utilized, identifying whether it is over- or under-utilized and an analysis regarding the suitability of the facility to its current use. For purpose of consistency, system components shall be defined along with a standard list of repairs and action levels for inspectors to choose from in rating each system condition. Action level recommendations and timelines shall be defined for

individual components. Standard definitions and systems of actions are intended to provide a more accurate assessment of facilities.

LICENSING It is anticipated that the consultant team will be an interdisciplinary team (potentially involving multiple firms) likely to include a California licensed Civil/Structural Engineer, Mechanical Engineer, Electrical Engineer, Architect and Appraiser, as appropriate. The consultant will thoroughly examine building systems using non-destructive, on-site observations to compile a complete understanding of current building conditions and Department needs for each facility. Consultant will ensure that the inspection staff has the appropriate training and equipment to record and produce consistent and accurate data.

The City of Torrance reserves the right to include or exclude any part of the submittals in the final agreement with the selected consultant.

SUBMITTALS must include the following components in the order listed below:
Understanding of Project Scope of Work and Completeness of RFP (25 points)
Experience and Qualifications of Consultant/Team Members (20 points)
Relevant Projects of Proposed Project Team (15 points)
Project Schedule and Timeline (15 points)
Reference Review (5 points)
Cost and Cost Effectiveness (20 points)
Total Possible Points: 100 points

UNDERSTANDING OF PROJECT SCOPE & DETAILED WORK PLAN (25 POINTS) Each respondent shall demonstrate its capacity to deliver comprehensive, professional, facility assessment services. Respondent should outline methodology and logistics capable of meeting the goals outlined in the scope, as well as provide a proposed work plan for development and implementation of the as described in the scope of work. Respondents should draw from previous experience and demonstrated competence to articulate how their capabilities are distinct, comprehensive, and add value.

EXPERIENCE AND QUALIFICATIONS OF CONSULTANT/TEAM MEMBERS (20 POINTS)
Provide detail relating to the experience and qualifications of the members of the team, including an organizational chart showing all key personnel who will be assigned to this project. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this project.

RELEVANT PROJECTS AND PROPOSED PROJECT TEAM (15 POINTS) Provide projects similar in size and scope. Consultant should further document expertise by including the information regarding the following:

- Facility Assessments including applicable project information including square feet.
- Experience and technical competence of proposed team on similar scope and type of projects.
- Any additional information that would assist the review team in understanding the consultant team's capacity to complete the project efficiently and effectively.

PROJECT SCHEDULE AND TIMELINE (15 POINTS) Discuss in this section the steps the consultant team proposes to use. Clearly outline the delivery schedule and timeline of each component of the project. Specific dates should be used assuming an award to this RFP and an executed agreement in May 2023. Consultant shall be prepared to begin work within two (2) weeks of the Notice to Proceed. Completion of this assessment in a timely fashion will be a factor in scoring this section. Firms who can commit to an accelerated completion schedule may be given additional deference in the selection process. Indicate in the proposed scheduling the necessary involvement and various decision points required of the City. A chart or schematic representation of the delivery timeline with pertinent milestones and events is required in this section.

REFERENCE REVIEW (5 POINTS) The review team will conduct a background reference review of each respondent. Please include the following information for three (3) projects in the past five (5) years that the proposed consultant team worked on together: Company Name - Name of the project/study - Location of the project - Name, title, and contact information for the client - Project budget - Date of completion of the project.

COST AND COST EFFECTIVENESS (20 POINTS): Cost proposal should include any payment schedule setting forth frequency and amount of progress payments and identifying the tasks and deliverables (“milestones”) to be completed for each payment to be deemed earned.

PROPOSED SCHEDULE FOR THE REVIEW AND SELECTION PROCESS DESIRED TIMELINE:

MILESTONE	DATE	TIME
RFP Release	December 5, 2022 December 7, 2022	9:00 AM 9:00 AM
Question Submittal Deadline	December 21, 2022	12:00 PM (Noon)
Proposal Due Date	January 23, 2023	3:00 PM
Review and Scoring of Submittals	February 2, 2023	5:30 PM
Interviews with Finalists	TBD	TBD
Award of contract	May 9, 2023	6:30 PM
Contract Execution	May 16, 2023	7:30 AM
Pre- Assessment Meeting	May 26, 2023	TBD

The proposed schedule may be modified and/or extended if necessary

WORK PLAN: Prior to the beginning of the work, the successful consultant must provide the City a schedule and work plan for approval. The successful consultant must provide to the city a full assessment on one building, to be selected after contract award, prior to proceeding with assessment of all other buildings.

SUMMARY OF INDIVIDUAL FACILITIES TO BE EVALUATED. See pages 11 - 14 for the city-owned facilities. The City may award all or only a selected few of the line-item locations for the contract.

SAMPLE OF FACILITY ASSESSMENT REPORT WITH RATING SHEET. Proposers must include with their proposal a sample of facilities assessment report with rating sheet.

List of City of Torrance Facilities to Be Assessed

<u>No.</u>	<u>Facility Name</u>	<u>Address</u>	<u>Occupancy</u>	<u>Size (sqr ft)</u>	<u>Year Built</u>
1	Airport Traffic Control Tower	25311 Aero Way	Airports	4,000	1961
2	Alta Loma Park Restroom	26126 Delos Drive	Restroom	598	1970
3	Alta Loma Park Recreation	26126 Delos Drive	Community Recreation	1,800	1955
4	Animal Control Trailer	2200 Jefferson Street	Other	600	-
5	Bartlett Annex Building-Russ Nolte	1339 Post Avenue	Office	1,506	-
6	Bartlett Senior Citizen Center	1318 Cravens Avenue	Office	15,060	1989
7	Benstead Plunge Bath House	3331 Torrance Boulevard	Shower Facility	6,000	1955
8	Cable Communication	3350 Civic Center Drive	Office	15,800	1986
9	City Hall	3031 Torrance Boulevard	Government Building	110,973	1961
10	City Hall (North Wing)	3031 Torrance Boulevard	Community Risk Reduction Office	3,964	1961
11	City Services Facility	20500 Madrona Avenue	City Offices, Warehouse & Services	126,150	1984
12	City Services Storage	20500 Madrona Avenue	-	-	-
13	City Services Motorcycle Shop	20500 Madrona Avenue	-	-	-
14	Katy Geissert Library	3301 Torrance Boulevard	Library	54,200	1969
15	Columbia Picnic Shelter #3	4045 190th Street	Park Shelter	-	1984
16	Columbia Maintenance & Storage	4045 190th Street	Maintenance, Storage, And Garage	-	-
17	Columbia Picnic Shelter #1	4045 190th Street	Park Shelter	-	-
18	Columbia Picnic Shelter #2	4045 190th Street	Park Shelter	-	-
19	Columbia Picnic Shelter #4	4045 190th Street	Park Shelter	-	-
20	Columbia Restroom & SnackBar West	4045 190th Street	Public Use	-	-
21	Columbia Restroom & Storage East	4045 190th Street	Public Use	-	-
22	Columbia Scoring Tower #1	4045 190th Street	Public Use	-	-
23	Columbia Scoring Tower #2	4045 190th Street	Public Use	-	-
24	Columbia Switch House	4045 190th Street	Electrical Switch Gear Enclosure	50	-
25	Cultural Arts Building	3330 Civic Center Drive	Classroom	16,000	1990
26	Cultural Arts Children's Arts Building	3330 Civic Center Drive	Classroom	1,500	1990
27	Cultural Arts Complex	3330 Civic Center Drive	Public Theatre and Arts Building	61,400	1990
28	Cultural Arts Complex – James R. Armstrong Theatre	3330 Civic Center Drive	Theater	25,600	1990
29	Cultural Arts Office Trailer	3330 Civic Center Drive	Mobile Office	310	-
30	Cultural Arts Center Marketing Room	3330 Civic Center Drive	Office	7,800	1990
31	Delthorne Park Restroom	3401 Spencer Street	Park	820	1978
32	De Portola Park Restroom	25615 Lazy Meadow Drive	Park	-	-
33	East Annex City Hall	3031 Torrance Boulevard	City Offices	24,414	-
34	El Nido Park Recreation Building	18301 Kingsdale Avenue	Community Recreation	1,250	1956
35	El Nido Restroom & Storage #1	18301 Kingsdale Avenue	Restroom	598	1966
36	El Nido Restroom & Storage #2	18301 Kingsdale Avenue	Restroom	1,161	1957

37	El Nido Storage Shed	18301 Kingsdale Avenue	Equipment Storage	70	-
38	El Nido Switchhouse	18301 Kingsdale Avenue	Cogenpwr	-	1957
39	El Retiro Library	126 Vista Del Parque	Library	4,523	1958
40	El Retiro Rec Building	126 Vista Del Parque	Community Recreation	1,448	1950
41	El Retiro Restroom	126 Vista Del Parque	Restroom	765	1966
42	El Retiro Rotary Building	126 Vista Del Parque	Community Recreation	2,272	1963
43	El Retiro Rotundo & Picnic Shelter	126 Vista Del Parque	Park Shelter	-	1963
44	Entradero Restroom	5500 Towers Street	Restroom	598	-
45	Entradero Park Storage Shed	5500 Towers Street	Storage	150	-
46	Fire Station #1	1701 Crenshaw Boulevard	Fire	17,401	1968
47	Fire Station #2	25135 Robinson Way	Fire	4,884	1964
48	Fire Station #3	3535 W 182nd Street	Fire	7,248	1970
49	Fire Station #4	5205 Calle Mayor	Fire	4,247	1991
50	Fire Station #5	3940 Del Amo Boulevard	Fire	5,495	1966
51	Fire Station #6	21401 Del Amo Circle	Fire	9,645	1987
52	Focal Point on Aging Info Center	1339 Post Avenue		1,506	-
53	General Aviation Center	3301 Airport Drive	Office	9,861	1991
54	Greenwood Building 1 (Kindercare)	1520 Greenwood Avenue	Daycare	4,121	1951
55	Greenwood Building 2	1520 Greenwood Avenue	Classroom	6,080	1951
56	Greenwood Building 3 (Camp/After School Program)	1520 Greenwood Avenue	Community Recreation	4,545	1951
57	Guensner Park Restroom	17800 Gramercy Place	Park	598	-
58	Henderson Library	4805 Emerald Street	Library	4,459	1961
59	Hickory Park Restrooms	2850 232nd Street	Restroom	375	1966
60	Torrance Art Museum	3320 Civic Center Drive	Museum	9,450	1963
61	Ken Miller Recreation Center	3341 Torrance Boulevard	Community Recreation	13,100	1956
62	La Romeria Park Recreation Building	19501 Inglewood Avenue	Community Recreation	2,000	1985
63	La Romeria Restroom & Storage	19501 Inglewood Avenue	Restroom	510	1961
64	La Romeria Storage Shed	19501 Inglewood Avenue	Equipment Storage	70	-
65	Lago Seco Park Restroom	3920 235th Street	Parks	598	-
66	Las Canchas Tennis Center	25924 Rolling Hills Road	Other	-	-
67	Lawnmower Repair Shop	20500 Madrona Avenue	Garages	1,440	2007
68	Madrona Marsh Nature Center	3201 Plaza Del Amo	Parks	8,000	1991
69	Madrona Marsh Trailer	3201 Plaza Del Amo	City Offices	720	-
70	McMaster Park Restroom & Storage	3624 Artesia Boulevard	Parks	598	1961
71	McMaster Park Building	3624 Artesia Boulevard	Community Recreation	-	1956
72	McMaster Recreation Building	3624 Artesia Boulevard	Community Recreation	3,850	1976
73	North Torrance Library	3624 Artesia Boulevard	Library	4,713	1964
74	The Attic Teen Center	2320 Carson Street	Public Use	3,664	-
75	Paradise Picnic Shelter, Storage & Restroom	5006 Lee Street	Parks	-	-
76	Paradise Recreation Building	5006 Lee Street	Public Use	-	-
77	Paradise Restroom	5006 Lee Street	Public Use	-	-
78	Human Resources Office Building	3231 Torrance Boulevard	Government Building	10,650	1958

79	Police Facility	3300 Civic Center Drive	Police	74,183	1980
80	Pueblo Recreation Building & Pic Shelter	2252 Del Amo Boulevard	Parks	1,200	-
81	Sea Aire Maintenance Building	22730 Lupine Drive	Maintenance Building	672	1956
82	Sea Air Recreation Building	22730 Lupine Drive	Park Rec Bldg.	3,247	-
83	Southeast Library	23115 Arlington Avenue	Library	7,120	1972
84	Sur La Brea Restroom	23610 Cabrillo Avenue	Park	290	-
85	Sur La Brea Recreation Building	23610 Cabrillo Avenue	Community Recreation	1,600	-
86	Herma Tillim Senior Center	3612 Artesia Boulevard	Community Recreation	9,144	1977
87	Torr Park Restroom & Storage #1	2001 Santa Fe Avenue	Public Use	598	-
88	Torr Park Restroom & Storage #2	2001 Santa Fe Avenue	Public Use	598	-
89	Historical Museum	1345 Post Avenue	Museum	5,285	1936
90	Torrance Park Bandstand	2001 Santa Fe Avenue	Pavilion	750	-
91	Torrance Recreation & Storage 2	2001 Santa Fe Avenue	Public Use	490	-
92	Torrance Recreation & Storage 1	2001 Santa Fe Avenue	Storage & Recreation	508	-
93	Torrance Theater Company	1316 Cabrillo Avenue	Office	5,746	-
94	Mary K. Giordano Regional Transit Center	465 Crenshaw Boulevard	Other	-	-
95	Transit Facility PW Garage Bus Servicing	20500 Madrona Avenue	City Transit Facility	32,980	1984
96	Victor Park Shelter	4727 Emerald Street	Shelter	714	1969
97	Victor Park Restrooms	4727 Emerald Street	Restroom	818	1965
98	Walteria Library	3815 W. 242nd Street	Library	4,459	1962
99	Walteria Maintenance Building	3815 W. 242nd Street	Maintenance Building	600	1956
100	Walteria Park Restroom	3815 W. 242nd Street	Restroom	598	1969
101	Walteria Picnic Area & Shelter	3815 W. 242nd Street	Park Shelter	-	1966
102	Walteria Park Recreation Building	3815 W. 242nd Street	Community Recreation	3,247	1948
103	Walteria Park Shuffleboard Center	3815 W. 242nd Street	Community Recreation	-	-
104	West Annex City Hall	3031 Torrance Boulevard	City Offices/Gen'l Services	32,737	-
105	Wilson Park Farmer Market Trlr	2200 Crenshaw Boulevard	City Offices	576	-
106	Dee Hardison Sports Center	2400 Jefferson Street	Gyms	20,803	2000
107	Wilson Park Kitchen & Restroom #1	2200 Crenshaw Boulevard	Restroom	6,024	1984
108	Wilson Park Kitchen & Restroom #2	2200 Crenshaw Boulevard	Restroom	837	1984
109	Wilson Park Restroom #3	2200 Crenshaw Boulevard	Restroom	-	-
110	Wilson Park Pumphouse-Pic Shelter	2200 Crenshaw Boulevard	Park Shelter	260	1984
111	Wilson Park Maintenance Building	2200 Crenshaw Boulevard	Main Building	5,600	1940
112	Wilson Park Tennis Complex Kitchen	2200 Crenshaw Boulevard	Other	550	1984
113	Scout Center	2365 Plaza Del Amo	Community Recreation	-	-
114	LA Galaxy Sports Complex	555 Maple Avenue	Restroom	-	-
115	Torrance Airport East T Hangars 2711 A - S (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
116	Torrance Airport East T Hangars 2715 A - R (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
117	Torrance Airport East T Hangars 2719 A - D & F - N (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
118	Torrance Airport East T Hangars 2723 A - M (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-

119	Torrance Airport East T Hangars 2729 A - V (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
120	Torrance Airport East T Hangars 2731 A - V (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
121	Torrance Airport East T Hangars 2735 A - P (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
122	Torrance Airport East T Hangars 2743 A - V (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
123	Torrance Airport East T Hangars 2747 A - V (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
124	Torrance Airport East T Hangars 2751 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
125	Torrance Airport Hangars East T 2755 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
126	Torrance Airport East T Hangars 2759 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
127	Torrance Airport East T Hangars 2763 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
128	Torrance Airport East T Hangars 2769 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
129	Torrance Airport East T Hangars 2773 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
130	Torrance Airport East T Hangars 2777 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
131	Torrance Airport East T Hangars 2781 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
132	Torrance Airport East T Hangars 2785 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
133	Torrance Airport East T Hangars 2789 A - O (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
134	Torrance Airport East T Hangars 2793 A - N (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-
135	Torrance Airport East T Hangars 2797 A - N (Exterior Assessment Only)	3301 Airport Drive	Hangars	-	-

The City may award all or only a selected few of the line-item locations for the contract.

RFP No. B2022-48

RFP for Facility Assessment Services for the City of Torrance

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. If addenda is not attached to your proposal submittal, you are still held accountable to its contents.

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

Project Manager:

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

Name Title

Telephone Number Fax Number Email Address

Contract Representative:

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

Name Title

Telephone Number Fax Number Email Address

Sub Consultants:

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

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

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

Sub- consultants continued:

1.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification
2.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification
3.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification
4.	_____	_____
	Company Name	Type of consulting work performed
	_____	_____
	Address	License and/or Certification

Please explain the working relationship between your company and the sub-consultants.

Proposal Submittal (continued):

Vendor Name: _____

Background and Recent Experience with Similar Projects:

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

Proposal Submittal (continued):

Vendor Name: _____

References: Minimum of three (3) required. References from public agencies preferred. Do not list a reference more than once or include the City of Torrance as a reference. All proposers must contact their references prior to submitting proposals to verify all phone numbers, email addresses, contact person, etc. are current and that the contact is aware that the City of Torrance will be conducting reference checks.

1	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
2	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
3	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	
4	Name of Firm/Agency:	
	Street Address:	
	City, State, Zip Code:	
	Name of Person to Contact:	
	Phone Number of Contact:	
	Email Address of Contact:	
	Title of Project:	
	Project Location:	
	Date of Completion:	
	Contract Amount:	

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 original and three (3) copies 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 complete Section III of this RFP?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did you complete a project proposal as described in the 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 of the appropriate qualified candidates?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal.
Did you include References?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Did you include a sample facilities assessment report with rating sheet?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Did you attach additional sheets to answer the Background and Recent Experience with Similar Projects information?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
Have you included Proposed Alternative Language to the 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: _____

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(s) in your proposal you have answered this question.
1	Please indicate your price to provide monthly services as indicated in this RFP.	\$_____/Month
2	Did you describe your experience with Facility Assessment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal
3	Did you describe the applicable codes to this project and how will you ensure compliance.	<input type="checkbox"/> Yes <input type="checkbox"/> No Page ___ of our submittal

Proposal Submittal (continued)

Vendor Name: _____

Price Proposal Cost Breakdown to Provide the Services Required in this RFP				
In accordance with your "Request for Proposal", the following price proposal is submitted to the City of Torrance. We understand that our price submittal is a not to exceed amount and that if we are selected to enter into negotiations with the City the pricing may be adjusted down unless additional services are requested, and pricing will be negotiated and adjusted accordingly.				
Item	Description	No. of Hours	Labor Cost/hr. (\$)	Cost
1.	Airport Traffic Control Tower		\$	\$
2.	Alta Loma Park Restroom		\$	\$
3.	Alta Loma Park Recreation		\$	\$
4.	Animal Control Trailer		\$	\$
5.	Bartlett Annex Building-Russ Nolte		\$	\$
6.	Bartlett Senior Citizen Center		\$	\$
7.	Benstead Plunge Bath House		\$	\$
8.	Cable Communication		\$	\$
9.	City Hall		\$	\$
10.	City Hall (North Wing)		\$	\$
11.	City Services Facility		\$	\$
12.	City Services Storage		\$	\$
13.	City Services Motorcycle Shop		\$	\$
14.	Katy Geissert Library		\$	\$
15.	Columbia Picnic Shelter #3		\$	\$
16.	Columbia Maintenance & Storage		\$	\$
17.	Columbia Picnic Shelter #1		\$	\$
18.	Columbia Picnic Shelter #2		\$	\$
19.	Columbia Picnic Shelter #4		\$	\$
20.	Columbia Restroom & SnackBar West		\$	\$
21.	Columbia Restroom & Storage East		\$	\$
22.	Columbia Scoring Tower #1		\$	\$
23.	Columbia Scoring Tower #2		\$	\$
24.	Columbia Switch House		\$	\$
25.	Cultural Arts Building		\$	\$
26.	Cultural Arts Children's Arts Building		\$	\$
27.	Cultural Arts Complex		\$	\$
28.	Cultural Arts Complex – James R. Armstrong Theatre		\$	\$
29.	Cultural Arts Office Trailer		\$	\$
30.	Cultural Arts Center Marketing Room		\$	\$
31.	Delthorne Park Restroom		\$	\$
32.	De Portola Park Restroom		\$	\$
33.	East Annex City Hall		\$	\$
34.	El Nido Park Recreation Building		\$	\$
35.	El Nido Restroom & Storage #1		\$	\$
36.	El Nido Restroom & Storage #2		\$	\$
37.	El Nido Storage Shed		\$	\$
38.	El Nido Switchhouse		\$	\$
39.	El Retiro Library		\$	\$
40.	El Retiro Rec Building		\$	\$
41.	El Retiro Restroom		\$	\$

42.	El Retiro Rotary Building		\$	\$
43.	El Retiro Rotundo & Picnic Shelter		\$	\$
44.	Entradero Restroom		\$	\$
45.	Entradero Park Storage Shed		\$	\$
46.	Fire Station #1		\$	\$
47.	Fire Station #2		\$	\$
48.	Fire Station #3		\$	\$
49.	Fire Station #4		\$	\$
50.	Fire Station #5		\$	\$
51.	Fire Station #6		\$	\$
52.	Focal Point on Aging Info Center		\$	\$
53.	General Aviation Center		\$	\$
54.	Greenwood Building 1 (Kindercare)		\$	\$
55.	Greenwood Building 2		\$	\$
56.	Greenwood Building 3 (Camp/After School Program)		\$	\$
57.	Guensner Park Restroom		\$	\$
58.	Henderson Library		\$	\$
59.	Hickory Park Restrooms		\$	\$
60.	Torrance Art Museum		\$	\$
61.	Ken Miller Recreation Center		\$	\$
62.	La Romeria Park Recreation Building		\$	\$
63.	La Romeria Restroom & Storage		\$	\$
64.	La Romeria Storage Shed		\$	\$
65.	Lago Seco Park Restroom		\$	\$
66.	Las Canchas Tennis Center		\$	\$
67.	Lawnmower Repair Shop		\$	\$
68.	Madrona Marsh Nature Center		\$	\$
69.	Madrona Marsh Trailer		\$	\$
70.	McMaster Park Restroom & Storage		\$	\$
71.	McMaster Park Building		\$	\$
72.	McMaster Recreation Building		\$	\$
73.	North Torrance Library		\$	\$
74.	The Attic Teen Center		\$	\$
75.	Paradise Picnic Shelter, Storage & Restroom		\$	\$
76.	Paradise Recreation Building		\$	\$
77.	Paradise Restroom		\$	\$
78.	Human Resources Office Building		\$	\$
79.	Police Facility		\$	\$
80.	Pueblo Recreation Building & Pic Shelter		\$	\$
81.	Sea Aire Maintenance Building		\$	\$
82.	Sea Air Recreation Building		\$	\$
83.	Southeast Library		\$	\$
84.	Sur La Brea Restroom		\$	\$
85.	Sur La Brea Recreation Building		\$	\$
86.	Herma Tillim Senior Center		\$	\$
87.	Torr Park Restroom & Storage #1		\$	\$
88.	Torr Park Restroom & Storage #2		\$	\$
89.	Historical Museum		\$	\$
90.	Torrance Park Bandstand		\$	\$
91.	Torrance Recreation & Storage 2		\$	\$
92.	Torrance Recreation & Storage 1		\$	\$
93.	Torrance Theater Company		\$	\$

94.	Mary K. Giordano Regional Transit Center		\$	\$
95.	Transit Facility PW Garage Bus Servicing		\$	\$
96.	Victor Park Shelter		\$	\$
97.	Victor Park Restrooms		\$	\$
98.	Walteria Library		\$	\$
99.	Walteria Maintenance Building		\$	\$
100.	Walteria Park Restroom		\$	\$
101.	Walteria Picnic Area & Shelter		\$	\$
102.	Walteria Park Recreation Building		\$	\$
103.	Walteria Park Shuffleboard Center		\$	\$
104.	West Annex City Hall		\$	\$
105.	Wilson Park Farmer Market Trlr		\$	\$
106.	Dee Hardison Sports Center		\$	\$
107.	Wilson Park Kitchen & Restroom #1		\$	\$
108.	Wilson Park Kitchen & Restroom #2		\$	\$
109.	Wilson Park Restroom #3		\$	\$
110.	Wilson Park Pumphouse-Pic Shelter		\$	\$
111.	Wilson Park Maintenance Building		\$	\$
112.	Wilson Park Tennis Complex Kitchen		\$	\$
113.	Scout Center		\$	\$
114.	LA Galaxy Sports Complex		\$	\$
115.	Torrance Airport East T Hangars 2711 A - S (Exterior Assessment Only)		\$	\$
116.	Torrance Airport East T Hangars 2715 A - R (Exterior Assessment Only)		\$	\$
117.	Torrance Airport East T Hangars 2719 A - D & F - N (Exterior Assessment Only)		\$	\$
118.	Torrance Airport East T Hangars 2723 A - M (Exterior Assessment Only)		\$	\$
119.	Torrance Airport East T Hangars 2729 A - V (Exterior Assessment Only)		\$	\$
120.	Torrance Airport East T Hangars 2731 A - V (Exterior Assessment Only)		\$	\$
121.	Torrance Airport East T Hangars 2735 A - P (Exterior Assessment Only)		\$	\$
122.	Torrance Airport East T Hangars 2743 A - V (Exterior Assessment Only)		\$	\$
123.	Torrance Airport East T Hangars 2747 A - V (Exterior Assessment Only)		\$	\$
124.	Torrance Airport East T Hangars 2751 A - O (Exterior Assessment Only)		\$	\$
125.	Torrance Airport Hangars East T 2755 A - O (Exterior Assessment Only)		\$	\$
126.	Torrance Airport East T Hangars 2759 A - O (Exterior Assessment Only)		\$	\$
127.	Torrance Airport East T Hangars 2763 A - O (Exterior Assessment Only)		\$	\$
128.	Torrance Airport East T Hangars 2769 A - O (Exterior Assessment Only)		\$	\$
129.	Torrance Airport East T Hangars 2773 A - O (Exterior Assessment Only)		\$	\$
130.	Torrance Airport East T Hangars 2777 A - O (Exterior Assessment Only)		\$	\$
131.	Torrance Airport East T Hangars 2781 A - O (Exterior Assessment Only)		\$	\$
132.	Torrance Airport East T Hangars 2785 A - O (Exterior Assessment Only)		\$	\$
133.	Torrance Airport East T Hangars 2789 A - O (Exterior Assessment Only)		\$	\$
134.	Torrance Airport East T Hangars 2793 A - N (Exterior Assessment Only)		\$	\$
135.	Torrance Airport East T Hangars 2797 A - N (Exterior Assessment Only)		\$	\$
Total Price Proposal			\$	\$

The City may award all or only a selected few of the line-item locations for the contract.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

**ATTACHMENT 1
PROPOSER'S AFFIDAVIT**

_____ 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)

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.

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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.
 4. Professional Liability (Errors and Omissions): Insurance appropriate to the CONSULTANT'S profession, with limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 aggregate.
- 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. Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:
 - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

b. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*

c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

- I. 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 affects the officer or employee’s financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

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

program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

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

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

CONSULTANT:	CONSULTANT'S NAME AND ADDRESS
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Fax: INSERT FAX NUMBER

CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90503 Fax: (310) 618-2931
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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.

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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

Aram Chaparyan, City Manager

By: _____
Signer
Title

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____

Attachments: Exhibit A Request for Proposals
 Exhibit B Proposal

Rev.

0722

EXHIBIT A
REQUEST FOR PROPOSALS

[To be attached]

EXHIBIT B

PROPOSAL

[To be attached]