RFP No. B2016-56	RFP for HVAC Design Services at Various City Buildings

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 Boulevard Torrance, CA 90503
Date:	Monday, November 14, 2016
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 listed above. Your submittal must include the following: Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Consultant's Response (Section III of this document pages 13 through 18 on the forms provided. If additional space is required, please attach additional sheets/pages).
- Proposer's Affidavit (Attachment 1)
- Addenda Acknowledgment (if applicable)
- 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)

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.

Notice of Mandatory Pre-Proposal Conference

The City will conduct a mandatory briefing session for prospective consultants.
The pre-proposal conference will start promptly at the time and location listed below. You must arrive on time and stay for the entire conference.

Location:	City Hall, 3031 Torrance Boulevard Torrance, CA 90503
Date:	Thursday, October 27, 2016
Time:	10:00 a.m. Local (Pacific) Time

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 Tuesday, November 8, 2016
- Your questions should be directed to:

Nina Schroeder
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, November 14, 2016. An original plus three (3) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for HVAC Design Services at Various City Buildings RFP No. B2016-56.

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 is seeking qualified consultants to provide complete and biddable contract documents to include plans and specifications, HVAC Design Services at Various City Buildings.

Definitions:

Word	Definition as applied to this RFP
City	The City of Torrance, California
Consultant, Contractor, Proposer, Firm or Vendor	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:

Interested Consultants must submit four (4) separately bound copies of their proposal. One (1) of the four must be an original. Proposals must include the following information in the ordered format outlined below:

- Cover Letter
- Proposed Submittal Form (Section III pages 13 – 18)
- Proposer's Affidavit – Attachment 1
- Table of Contents
    1. Project Understanding and Approach
    2. Firm and Sub-Consultants qualifications and experience with similar projects
    3. Project Team (organization chart and brief biographies & experience of key personnel)
    4. Relevant Projects of Project Team and References
    5. Project Schedule
    6. Cost

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for HVAC Design Services at Various City Buildings, RFP No. B2016-56 and addressed to the City Clerk,

City of Torrance, 3031 Torrance Blvd., Torrance, CA 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone, (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisions 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.

Mandatory Pre-Proposal Conference:

Consultants intending to submit a proposal on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-proposal conference. Consultants submitting proposals without attending this conference will be disqualified and their submittal will not be evaluated. No exceptions will be allowed. The pre-proposal conference will start at the location listed on page 1 of this Request for Proposals. Late arrivals will not be allowed to participate. Please take into account local traffic congestion to leave ample time to arrive on time. No Exceptions. No make-up walk-through will be scheduled and consultants may not contact individual City Departments to request tours. Individuals attending the walkthrough should be prepared to take adequate notes of their observations to assist them in preparation of their proposal submittal.

Questions:

Questions must be submitted in writing via email to Nina Schroeder, Business Manager, at NSchroeder@TorranceCa.Gov by 12:00 P.M Noon, local Pacific time on Tuesday, November 8, 2016. 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 perspective proposers as an addendum to the RFP.

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

Errors and Omissions:

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

Proposers Examination of Requirements:

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

Reservation:

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

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

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

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

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

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

Affidavit:

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

License Requirements:

Professional Engineering or Architectural Licensure by the State of California in all applicable fields is required.

Evaluation of Proposals:

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

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

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

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

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.

CRITERIA	MAXIMUM POINTS
Understanding of the project and scope of work; and completeness of RFP	20
Qualifications of proposed project team	20
Relevant projects of proposed project team members	20
Firm's qualifications and experience with similar projects	10
Project Schedule	10
Cost and Cost Effectiveness	20
Maximum Total Score	**100**

PART II – INTERVIEW: At the time of the interview, invited Firms will present an overview of their proposal to include specific discussion of their qualifications in the order of the review criteria listed in "evaluation of proposals" above.

Additionally, the proposal must include, in a separate sealed envelope, a detailed fee proposal that includes a cost for each task in the Scope of Work section of the RFP. A separate line item for construction support should be included separately for each project.

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. Assume construction work will be accomplished in 2017 for construction support service pricing.

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. If negations fail, the next highest ranking firm will be invited to negotiate a final contract.

After selection and final cost negotiation, the City of Torrance will seek City Council approval for award of a formal contract.

The Contract:

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

Contract Term:

The contract will be for a period of two (2) years, from the effective date of award.

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

CONSULTANT: Will be determined upon award of contract.

Notice of Intent to Award:

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

City of Torrance Bid/RFP Protest Procedures:

The City of Torrance Bid/RFP Protest Procedures may be found on the City of Torrance Web site: http://www.torranceca.gov/PDF/Bid-RFP_Protest_Procedures.pdf

Insurance:

The Consultant shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Consultant 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.

Execution of Contract:

After the Contract is awarded, the awarded proposer shall execute the following documents:

1. Contract – Consulting Services Agreement
2. Verification of Insurance Coverage (Certificates and Endorsements)
3. Business License Application Form

The contract shall be signed by the successful bidder and returned, together with the evidence of required insurance coverage, within ten (10) working days, not including Sundays, after the proposer has received notice that the contract has been awarded. Failure to execute the contract as specified above shall be just cause for annulment of the award and forfeiture of the proposal guarantee. The Contract shall not be considered binging upon the CITY until executed by the authorized CITY officials.

Timeline:

Design work including plan check approval will be accomplished within 6 months of award.

City's Pro forma Consulting Services Agreement:

A sample of the City's Consulting Services Agreement is included in RFP, Exhibit A. Although the City's Consulting Services Agreement complies with CA law for contracting with Architectural and Engineering firms and modifications are not encouraged, we request that your RFP identify any language, if at all, you may object to. Should an objection be identified, we request that you propose alternate language in the RFP. Any objection(s) will not affect your rating. It will, however, provide the City with information to assist with quickly completing any negotiations subsequent to rating all consultants. Note: A purchase order with the same terms and conditions may be issued in lieu of the consulting services agreement.

General Requirements:

The Awarded proposer must obtain a Torrance Business License; please call (310) 618-5923 to apply for a license.
The proposer will need to provide proof of insurance and workers compensation prior to work being performed. Please see attached Consulting Services Agreement for insurance requirements.

Safety is of the utmost concern; all personnel performing the job must be wearing the proper job related safety wear and keep the work area clean and safe at all times.
All communications shall be strictly through the representative from the City of Torrance, General Services Department.

RFP No. B2016-56	RFP for HVAC Design Services at Various City Buildings
SECTION II TECHNICAL REQUIREMENTS	

Overview/Introduction:

The City of Torrance is requesting proposals from qualified consultants for HVAC Design Services at Various City Buildings.

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.

Should there be an absence of accurate as-built drawings, it is required that the design agency complete a thorough analysis of existing conditions.

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

Scope of Work:

This contract will cover design of multiple projects to be constructed during the next 2 calendar years, ending December 31, 2018. Design work including plan check approval will be accomplished within 6 months of award including plan check. Design work will be completed by project in the order provided by the City after contract award.

The City intends on soliciting bids for each of the projects listed below via separate bids or line item bids.

1. **City Hall Computer Room Back Up Air Conditioner**
2. **West Annex Boiler General Scope of Work. (Project 604)**
3. **CC Library Motors, VFD's, and Fan Scope of Work. (Project 459)**
4. **Various Equipment (Project 605)**
5. **Various Equipment (Project 606) – Fire Prevention**
6. **Various Equipment (Project 606) – Fire #1**
7. **Various Equipment (Project 611)**
8. **Various Equipment (Project 869)**
9. **Various Equipment (Project 773)**

Plans and specifications must be prepared in a manner where an individual building or line item may be excluded after bid opening at the request of the City.

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

Design work will provide complete and biddable contract documents to include plans and specifications for the following projects with details provided as follows:

City Hall Computer Room Back Up Air Conditioner

1. Demo existing back up A\C unit, safe off electrical, cap pneumatic lines and any open ductwork.
2. Install new 9,600 CFM Liebert Air Handler in equipment room and air cooled condenser on roof.
3. Due to difficult access, AH will need to be dismantled and reassembled in basement by manufactures representative to honor original warranty.
4. Run new line sets and control wiring in conduit.
5, Run new condensate line.
6. Interlock new unit to start when room temp rises above 78 degrees and shut down primary unit operation.
7. Interlock new unit to existing room fire alarm panel.
8. Liebert to provide startup of equipment.

Note: Since unit is to be used as stand by only, no humidification or de-humidification is required.

West Annex Boiler General Scope of Work (Project 604)

1. Replace existing boiler with Raypak M# H-3-HD251 with external 1/8 HP pump, 40 gallon buffer tank, and OSA lockout.
2. Modify existing piping to accommodate new boiler according to manufactures installation instructions for primary secondary layout.
3. Replace existing expansion tank and chemical pot feeder.
4. Extend existing housekeeping pad to accommodate new boiler footprint while maintain proper service clearances.
5. Run new B-vent up through existing roof penetration.
6. Raypak to provide startup of equipment.

Location	EXSITING Equipment Type & Designation	Manufacture	Model	Serial
West Annex	BOILER	RAY PAC	E263A-T	1084104639

CC Library Motors, VFD's, and Fan Scope of work (Project 459)

1. Replace 2-20 HP supply fan motors with new "E" motors.
2. Install 2-20 HP ABB VFD's with bypass for supply motors.
3. Control of VFD's will be integrated into building control system which will be sole source to Nova Systems.
4. Due to age and lack of points in hardware, building BAS will need to be upgraded to newest generation of Struxtureware Hardware and front end.
5. Incorporate Emergency Shutdown into updated control system.
6. Coordinate with Nova Systems to run new line and low voltage conduit and wire.

Various Equipment Replacement Project General Scope of Work (Project 605,606,611,869)

1. Replace all package and split systems with units that will match existing foot prints with minimal disruption to existing ductwork.
2. Units to be commercial grade belt driven, Puron R-410A, minimal 14 SEER. Preference given to Trane or Carrier.
3. Units to come complete with fresh air hoods and dampers, economizers where required, and epoxy-phenolic coated condenser coils.
4. Replace line sets on split system units.
5. Install or replace smoke detectors on 2,000cfm and above units.
6. Replace all t-stats with Venstar Model T 2800.
7. Replace all electrical disconnect switches and platform covers.
8. Install canvas connectors where all ductwork meets equipment and reseal ductwork where needed.
9. All condensate lines to have unions for ease of maintenance.
10. Replace condensate pumps where applicable.
11. At Greenwood Center, replace return grills and install ¼" wire mesh behind grill to prevent children from sliding debris into return plenum.

Various Equipment Replacement (cont'd)

Location	EXSITING Equipment Type & Designation	Manufacture	Model	Serial
City Hall	NOT APPLICABLE			
		Project 459		
CC Library	NOT APPLICABLE			
		Project 604		
West Annex	NOT APPLICABLE			
		Project 605		
Building & Safety	SO.HT.PMP.SPS.1ST.FL. COUNTER	CARRIER	38AQS012---50--	3895F69523
		Project 606		
Fire Prevention	HAZ-MAT OFFICE A/C	CARRIER	48HJE004600	4292G70984
Fire Prevention	BREAK ROOM A\C	CARRIER	48HJE004600	0393G04084
Fire Prevention	CHIEFS OFFICE A/C	CARRIER	48JE004600	0393G04082
Fire #1	Cond/FAU old dispatch	CARRIER	24ACA424A300	1007EO9003
Fire #1	A/C-2 Dayroom/Kitchen	CARRIER	48HJL005---551--	1906G20416
		Project 611		
Greenwood Center	Forced Air Furnace Toddlers Rm	BDP	395CAV024040	0693A06512
Greenwood Center	Forced Air Furnace Pre-school	BDP	395CAV024040	0693A06529
Greenwood Center	Forced Air Furnace Infant Rm	BDP	395CAV036055	3393A10959
Greenwood Center	Forced Air Furnace Pre-kinder	BDP	395CAV036055	3393A10967
		Project 869		
Building & Safety	HT.PMP.ENVIROMENT	DAY&NITE	542GP060	4387C50821
El Retiro Library	GAS ELECT. PAC.UNIT	TRANE	YCC048F1M0BF	P424JL11H
Fire #1	AC Unit (servo room)	RHEEM	RRKA-A018JK04X	1R6228ADAAF36021-
Fire #1	AC-4 Mezzanine	CARRIER	48HJD008---531	4195G30261
Fire #4	GAS/ELECT.AC UNIT-OFFICE,WT.RM	CARRIER	YCCO18F1LOB	
Fire #6	GAS ELECT.AC LOUNGE	CARRIER	48TJD006-501GA	18979G20822
Fire #6	GAS ELECT.AC DORMS	CARRIER	48TJD006-501GA	1897G20818
Ken Miller Rec Center	Heat Pump East Hall	BDP	5480PX12000AAAA	3796G30546
		Project 773		
Bartlett Center	New Equipment			

The City may solicit bids on these projects individually and use separate line items for each equipment element. Where multiple sites (buildings) are included in the same project, plans and specifications must be prepared in a manner where an individual building may be excluded after bid opening at the determination of the City.

Submittal Requirements

Project Proposal - Interested Consultants must submit four (4) separately bound copies of their proposal. One (1) of the four must be an original. Proposals must include the following information in the ordered format outlined below. Proposers that do not provide these items in their proposal will be disqualified and their proposal will not be evaluated.

- Cover Letter
- Proposed Submittal Form (Section III pages 13 – 18)
- Proposer's Affidavit – Attachment 1
- Table of Contents
    1. Project Understanding and Approach
    2. Firm and Sub-Consultants qualifications and experience with similar projects
    3. Project Team (organization chart and brief biographies & experience of key personnel)
    4. Relevant Projects of Project Team and References
    5. Project Schedule
    6. Cost

The proposal should include details on

- Planning and Design Methodology
- Planning and Design site visits
- Plan check coordination
- How changes will be addressed
- How changes will be minimized or eliminated

General Requirements:

A. The design process should include the following

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

B. Design Development Requirements

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

x. Provide completed plans electronically for bidding online – (PDF).
xi. Provide specifications in CSI format (current edition) submitted in MS Word (electronically).
xii. Specifications must include section 1 – General Requirements.

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

D. Construction Support Services
**note that the City maintains on site project management services for daily project oversight*
i. Attend preconstruction meeting(s)
ii. Review project schedule of values
iii. Respond to RFIs
iv. Review, approve, track and record submittal processing
v. Attend bi-weekly progress meetings (every 2 weeks)
vi. Review project schedules
vii. Attend on site meetings for clarification of plans or specifications as needed
viii. Attend project completion punch list inspections
ix. Prepare the project completion punch list report
x. Modify construction drawings to indicate as-built conditions as needed

Work Plan

The successful consultant shall make all necessary investigation work at project sites to verify existing conditions. Plans of buildings will be provided as available, however, consultants must verify conditions while preparing contract documents. Prior to the beginning of the work, the City will provide a priority order for the accomplishment of each project or projects.

Design should be completed over a 6 month period, including plan check.

It is anticipated that award of construction projects from design services will be accomplished within 12 months of final review of plan check. Construction work is expected to be accomplished prior to December 31, 2018.

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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?

_____

_____

License Requirements:

Proof of Professional Engineering or Architectural Licensure by the State of California.

_____

Proposal Submittal (continued):

Consultant 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

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:

Design work including plan check approval will be accomplished within 6 months of award.

Project Manager: (if applicable)

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

Name		Title
Telephone Number	Fax Number	Email Address

Proposal Submittal (continued):

Consultant Name: _____

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 Consultant:

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

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

☐ No, we will not be using any sub consultant 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 sub consultant.

_____

_____

_____

_____

_____

_____

_____

_____

Proposal Submittal (continued):

Consultant Name: _____

Background and Recent Experience with Similar Projects:

Please attach information regarding your background and recent experience with similar projects as the scope of work identified in this RFP. This information should reflect those projects indicated in your firm's background qualification.

Information should include the following for each project:

1) Project Name
2) Project Agency/Owner
3) Project Scope (complete project)
4) Project Scope (your firm's portion of work)
5) Project Cost to construct (complete project)
6) Estimated Project Cost to construct (your firm's portion of work)
7) Design Cost (your firm's portion of work)
8) Year of design
9) Year of construction
10) Cost of changes for your firms portion of work (if available)
11) Change Order %, dollar amount (if available)
12) Project Contact (please confirm contact information is current prior to submitting)
    a. Name
    b. Address
    c. Phone Number
    d. Email Address

Proposal Submittal (continued):

Consultant Name: _____

RFP Submittal Requirement and Acknowledgement	
Consultants 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 plus three (3) copies of your RFP Submittal?	☐ Yes ☐ No
Did you include a signed Affidavit Form with your RFP Submittal?	☐ Yes ☐ No
Did you complete a project proposal as described in the Technical Requirements?	☐ Yes ☐ No
Did you include all addenda if any issued by the City?	☐ Yes ☐ No
Did you include proof of Professional Engineering or Architectural Licensure by the State of California?	☐ Yes ☐ No
Did you include References?	☐ Yes ☐ No Page ___ of our submittal

Proposal Submittal (continued):

Price proposals should use the following format and be provided in a sealed envelope (i.e. – separate line item prices for each project).

Consultant Name: _____

Group Price Proposal	
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.	
Category Description (Consultant must attached a full description for each category explaining what they are proposing) All services must be itemized. Do not bundle.	**Proposal Not to Exceed** Amount by Category Description
City Hall Computer Room Back Up Air Conditioner	$
West Annex Boiler General Scope of Work. (Project 604)	$
CC Library Motors, VFD's, and Fan Scope of work. (Project 459)	$
Various Equipment (Project 605)	$
Various Equipment (Project 606) Fire Prevention	$
Various Equipment (Project 606) Fire #1	$
Various Equipment (Project 611)	$
Various Equipment (Project 869)	$
Various Equipment (Project 773)	$
Total Amount for All Project Groups Listed Above	$

ATTACHMENT 1

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)

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. <u>SERVICES TO BE PERFORMED BY CONSULTANT</u>

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. <u>TERM</u>

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through .

3. <u>COMPENSATION</u>

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. <u>FORCE MAJEURE</u>

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, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONSULTANT. 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. It is the express intent of CITY and CONSULTANT that this provision is meant to comply with California Civil Code Section 2782.8.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

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

17. INSURANCE

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

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

   a. Primary Bodily Injury with limits of at least $500,000 per person, $1,000,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. 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 $1,000,000 per occurrence.

3. Professional liability insurance with limits of at least $1,000,000 per occurrence.

4. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

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 and/or endorsements 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 thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation,

partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

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

20. NOTICE

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

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

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:	CONSULTANT'S NAME AND ADDRESS Fax: INSERT FAX NUMBER
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or by any other rule of construction that might otherwise apply.

24. SEVERABILITY

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

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

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

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of CONSULTANT warrant that (i) CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of CONSULTANT; (iii) by so executing this Agreement, CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which CONSULTANT is bound.

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:
JOHN L. FELLOWS III
City Attorney

By: _____

Attachments:	Exhibit A	Request for Proposals
	Exhibit B	Proposal

Revised: 5/28/2015

EXHIBIT A

REQUEST FOR PROPOSALS

[To be attached]

EXHIBIT B

PROPOSAL

[To be attached]