Council Meeting of
February 7, 2012

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

**Members of the Council:**

**SUBJECT: General Services– Award a contract for Walteria Library Accessibility Upgrades.**

**Expenditure: $106,385**

## RECOMMENDATION

Recommendation of the General Services Director that City Council:

1) Award a contract with Action 1 Construction for $89,900 with a 5% contingency of $4,495 for the Walteria Library Accessibility Upgrades (B2011-47/FEAP#711); and,
2) Approve a 10% project management fee of $ 8,990 and $3,000 for abatement monitoring and inspection services.

## FUNDING

Funding is available in FEAP#711- Human Resources and Branch Library ADA Upgrades.

## BACKGROUND

The Americans with Disabilities Act was signed into law in 1990. Since that time, the City has made progress in upgrading City facilities to achieve ADA compliance. As part of the ongoing effort, the Human Resources Building, and the five branch libraries were earmarked for ADA upgrades, which included parking, improved access to City facilities by both citizens and employees with disabilities, compliant restrooms and proper signage.

On July 28, 2009, City Council approved a consulting agreement with Withee Malcolm Architects for $99,800 to provide architectural design services which included, structural, mechanical, electrical, and plumbing (MEP) plans for branch libraries and Human Resources.

On March 16, 2010, City Council approved a contract amendment for $20,800 for civil engineering work at Walteria and El Retiro Library and additional architectural services for the Human Resources Building for a not to exceed contract amount of $120,600.

The North Torrance Library which reopened to the public January 3, 2012, was the first library to be completed under FEAP #711 (Facility, Equipment, Acquisition Plan). The construction period was from September to December 2011 and included converting an unused outdoor patio area into additional interior Library space. The conceptual design for the addition was approved by council on April 6, 2010 was funded separately by FEAP#337.

**ANALYSIS**

The next library earmarked for improvements is Walteria Library. Onsite work is anticipated to start March 5, 2011 and last 10 weeks. Staff formally bid the project (B2011-47), held a job walk on November 30, 2011 and opened bids on December 21, 2011 and results are listed below.

| Bidder | | Bid Amount |
|---|---|---|
| Action 1 Construction | $ | 89,900.00 |
| California Averland Construction | $ | 107,000.00 |
| Koam Construction | $ | 117,700.00 |
| Action Construction | $ | 135,867.00 |
| Norm Wilson & Sons | $ | 149,721.00 |
| Tsuchiya Construction Co. | $ | 156,660.00 |
| Marjani Builders | $ | 162,900.00 |
| Harry H. Joh Construction, Inc. | $ | 196,805.00 |
| Fast Track Construction Corp. | $ | 236,000.00 |
| G Coast Construction Inc. | $ | 244,500.00 |

Staff reviewed the bid, references, licenses, and experience of Action 1 Construction and found everything to be in order. Therefore, staff recommends award to Action 1 Construction for the Walteria Library Accessibility Upgrades (FEAP #711).

Respectfully submitted,

SHERYL BALLEW
General Services Director

By Diane Megerdichian
Business Manager

Concur:

Sheryl Ballew
General Services Director

LeRoy J. Jackson
City Manager

Attachment A: Action1Construction Contract

# PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of February 7, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Action 1 Construction, a sole proprietorship.

**RECITALS:**

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with certain plans and specifications prepared for the City of Torrance by Withee Malcolm Architects for Walteria Library Accessibility upgrades;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Walteria Library Accessibility Upgrades, Notice Inviting Bids No. **B2011-47** (the "NIB"); and

C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

**AGREEMENT:**

## 1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

## 2. TERM

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

## 3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for

services initially contemplated by this Agreement, exceed the sum of $ 89,900 unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly 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, CONTRACTOR 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 such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the 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 the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR 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 the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR 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 the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR 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 which currently, seriously, and directly affects responsibility as a public consultant or contractor; (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 the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the 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. The CITY will not take action until CONTRACTOR 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 controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

## 6. RETENTION OF FUNDS

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

## 7. THE CITY'S REPRESENTATIVE

Tom Kelly, Facility Services Project Coordinator 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 the 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 CONTRACTOR.

## 8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Subhi Elodat
Rebecca Davila

## 9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will 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 this Agreement. 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.

## 10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

## 11. OTHER LICENSES AND PERMITS

CONTRACTOR 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, CONTRACTOR warrants that CONTRACTOR (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 under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

## 13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life 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 the CITY, except those losses or damages as may be caused by the CITY's own negligence.

## 14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

## 15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees 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 CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR 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 THE CITY'S OFFICERS AND EMPLOYEES

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

## 17. INSURANCE

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

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

(a) Primary Bodily Injury with limits of at least $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 contractors, personal injury and contractual obligations with combined single limits of coverage of at least $2,000,000 per occurrence.

(3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

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

C. 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. CONTRACTOR must provide certificates of insurance and/or endorsements 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 the CITY.

F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

## 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 the 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 the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the 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.

Addresses for purpose of giving notice are as follows:

| | |
|---|---|
| CONTRACTOR: | Action 1 Construction<br>14719 Hawthorne Boulevard<br>Lawndale, CA 90260<br><br>Fax: 310-676-6007 |
| CITY: | City Clerk<br>City of Torrance<br>3031 Torrance Boulevard<br>Torrance, CA 90509-2970<br>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 the CITY or CONTRACTOR without the prior written consent of the other.

## 22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR 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 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**

CONTRACTOR 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 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. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR 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 the CONTRACTOR is bound.

CITY OF TORRANCE,
a municipal corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Action 1 Construction
A sole proprietorship

By: _____
Subhi Elodat
Owner

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

BIDDER'S PROPOSAL

**WALTERIA LIBRARY ACCESSIBILITY UPGRADES**
**B2011-47**

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Plans, Specifications and Contract Documents, prepared by Withee Malcolm Architects, Inc. for the lump sum bid as set forth in the following schedules.

Assignment of Contractor's values:

| Item | Description | Total Amount |
|---|---|---|
| Division 01 | General Requirements: | 8,000 |
| Division 02 | Site Work: | 9,000 |
| Division 03 | Concrete: | 18,000 |
| Division 04 | Masonry: | 2,000 |
| Division 05 | Metals: | |
| Division 06 | Wood and Plastics: | 7,000 |
| Division 07 | Thermal and Moisture Protection: | 2,000 |
| Division 08 | Doors and Windows: | 20,000 |
| Division 09 | Finishes: | 8,000 |
| Division 10 | Specialties: | 5,000 |
| Division 11 | Equipment: | |
| Division 12 | Furnishings: | 2,000 |
| Division 13 | Special Construction: | |

| Item | Description | Total Amount |
|---|---|---|
| Division 14 | Conveying Systems: | |
| Division 15 | Mechanical: | 3,000 |
| Division 16 | Electrical: | 5,900 |
| | B2011-47 BASE BID TOTAL- in figures* | 89,900.00 |
| | Bid Alternate- Slurry Seal/ Striping (Ref: Note 4 on A1-01) | 16,000.00 |
| | Alternate Deduct for use of Standard no hub couplings (Sheet P1.0 and addendum #2) | 500.00 |

**B2011-47 WALTERIA LIBRARY BASE BID:** Eighty-nine thousand, nine hundred.
(Words)*

**BID ALTERNATE-SLURRYSEAL/STRIPING:** Sixteen thousand.
(Words)*

**ALTERNATE DEDUCT-STANDARD COUPLINGS:** Five hundred.
(Words)*

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Action 1 Construction
Contractor Name

Subhi Elodat - owner.
Signer's Name and Title

Date: 12/21/11 License No. & Classification 842945 - B

Address: 14719 Hawthorne blvd #205 Lawndale, CA 90260

## ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2011-47

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 ✓

Addendum No. 2 ✓

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

12/21/11
Date

# ADDENDUM # 1

**CITY OF TORRANCE**
**3031 Torrance Blvd.**
**Torrance, CA 90503**

**BID NO. B2011-47**

**Bid for Walteria Library Accessibility Upgrades**

ADDENDUM # 1

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

CORRECTION: There was a problem with the creation of several of the PDF sheets of the Bid Set. Attached are the revisions of those sheets labeled Addendum #1 – Clarifications. Any omissions & changes are clouded.

CHANGE: The Request for Information (RFI) Period has been extended two more days to **Thursday, December 8th, 2011 by 5:00 PM.** Bid Opening remains **Wednesday, December 21, 2011 by 2:00 PM** in the City Clerk's office.

December 2, 2011

**Please return this addendum with your bid proposal.**
I hereby acknowledge receipt of this addendum.

Action 1 Construction
Name of Company

14719 Hawthorne blvd #205
Address

Lawndale, CA 90260
City State Zip Code

# ADDENDUM # 2

**CITY OF TORRANCE**
**3031 Torrance Blvd.**
**Torrance, CA 90503**

**BID NO. B2011-47**

**Bid for Walteria Library Accessibility Upgrades**

ADDENDUM # 2

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID:

CLARIFY: Sheet A1-01, Keynote #5. Change from – "Existing concrete walkway to remain" to – "Replace existing concrete walkway with new concrete walkway"

Below are questions raised during the bidding period and the corresponding answers in **bold.**

1) Please confirm that there are no hazardous materials on this project?
**As regards the solid lower panels at the rear storefront system, the City was unable to sample without destructive testing. Visual inspection indicates a composition similar to transite, an asbestos-containing material historically used for this type of panel. For bidding purposes, please assume the solid lower panels (approximately 120 square feet) contain hazardous material and therefore must be properly abated (i.e. removal, packing, hauling and delivery to an approved disposal site). You will need to list an abatement contractor who has a current asbestos certification and is registered with the Department of Safety and Health (DOSH). Abatement contractors who have "for bidding purposes only" are NOT acceptable. Please note as required by law we will have a third party monitoring company oversee the abatement portion of the project to make sure the abatement contractor is complying with the appropriate regulations governing proper removal, packing, hauling and disposal site and checking certifications of the onsite workers and company.**

2) Attached is the revised Bid Form which includes a line item for the bid alternate (Ref: Note 4 on A1-01) and a line item for alternate deduct change for use of the standard no hub couplings. (for additional information see attached RFI responses from Withee Malcolm Architects ).

3) Attached is the remaining questions raised during the bidding period and the responses from Withee Malcolm Architects.

4) **Bid Opening Remains: Wednesday, December 21, 2011 by 2:00 PM in the City Clerk's office.**

December 2, 2011

**Please return this addendum with your bid proposal.**
I hereby acknowledge receipt of this addendum.

Action 1 construction
Name of Company

14719 Hawthorne blvd #205
Address

Lawndale, CA 90260
City State Zip Code

STATE OF CALIFORNIA }
}
COUNTY OF Los Angeles }

**CONTRACTOR'S AFFIDAVIT**
**B2011-47**

Subhi Elodat, being first duly sworn, deposes and says:

1. That he is the owner
Title

of Action / Construction
**(Name of Partnership, Corporation, or Sole Proprietorship)**

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the WALTERIA LIBRARY ACCESSIBILITY UPGRADES, B2011-47

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;

3. That such 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 Contractor did not directly or indirectly induce, solicit or agree with any-one else to submit a false or sham bid, refrain from bidding, or withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor'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 any other bidder, or anyone else interested in the proposed contract;

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

6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which

**CONTRACTOR'S AFFIDAVIT (CONTINUED)**

prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid 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 Contractor in its business.

Dated this 21st day of December, 2011.

Subscribed and Sworn to
before me this _____
of _____, 20_____

Action 1 construction
(Contractor)

owner
(Title)

_____
Notary Public in and for said
County and State.
(Seal)

## LIST OF SUBCONTRACTORS

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name under Which Subcontractor is Licensed: Class A welding.

License Number: 849430
Address of Office, Mill or Shop: 3860 W. 139th str. Hawthorne, CA 90250

Specific Description of Sub-Contract: Handrails

Name under Which Subcontractor is Licensed: Bright Electric
23025
License Number: 843079
Address of Office, Mill or Shop: 23025 Samuel str. #10 Torrance, CA 90505

Specific Description of Sub-Contract: Electrical

Name under Which Subcontractor is Licensed: En Kay Engineering & Equ. Inc

License Number: 509785
Address of Office, Mill or Shop: 1639 Monrovia Ave Costa Mesa, CA 92647

Specific Description of Sub-Contract: Asbestos Removal

Name Under Which Subcontractor is Licensed: UM AIR

License Number: 867864 C-20
Address of Office, Mill or Shop:

Specific Description of Sub-Contract: Mechanical

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

**REFERENCES**

(Work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. ____ Name (Firm/Agency): ABC Unified School District

Address: 16700 Norwalk Blvd Cerritos, CA 90703

_____ Contact Person: Joshie Cox Telephone No.: (562) 926-5566

_____ Title of Project: Tetzlaff M. school upgrades.

Project Location: 12351 Del Amo Blvd.

Date of Completion Oct. 2011 Contract Amount:$ 218,000

2. ____ Name (Firm/Agency): City of Hawaiin Gardens

Address:

_____ Contact Person: George Montano Telephone No.: (562) 420-2641

_____ Title of Project: Durango Market.

Project Location: Norwalk blvd, Hawaiian Gardens, CA 9

Date of Completion May 2011 Contract Amount:$ 111,000.00

3. ____ Name (Firm/Agency): City of Lawndale

Address:

_____ Contact Person: Easther Telephone No.: (310) 973-3248

_____ Title of Project: Mercedes Reality & Bob Frank

Project Location: City of Lawndale

Date of Completion Jan. 2011 Contract Amount:$ 145,000 + 100,000

4. _____ Name (Firm/Agency): City of Hermosa Beach

Address:

_____ Contact Person: Ken Reamy Telephone No.: (310) 318-0228

_____ Title of Project: Hermosa Beach Community Center.

Project Location: 710 Pier ave, Hermosa Beach, CA 90254

Date of Completion Dec. 2010 Contract Amount: $ 571,000

**Bidder's Information**

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

1. Demolition
2. Concrete
3. Dry wall
4. Framing
5. Capri Glass
6. Paint
7. Tile
8. Plumbing.
9.
10.
11.
12.
13.
14.

Contractor's License No.: 842945 Class: B

Date first obtained: 7/30/2004

Has License ever been suspended or revoked? NO

If yes, describe when and why N/A

Any current claims against License or Bond? NO

If yes, describe claims: N/A

Type of entity (check one)

_____ Incorporated _____ Partnership ✓ Sole Proprietorship

If incorporated, in what state N/A

Federal Tax ID Number # 20-1558950

Principals in Company (List all - attach additional sheets if necessary):

| NAME | TITLE | LICENSE NO. (If Applicable) |
|---|---|---|
| Subhi Elodat | owner | |
| | | |
| | | |