

Council Meeting of
September 25, 2012

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

Members of the Council:

SUBJECT: General Services– Award a contract for replacement of air conditioning units and roof at the Stanley Remelmeyer Cable Building.

Expenditure: \$ 299,000

RECOMMENDATION

Recommendation of the General Services Director that City Council:

- 1) Award a contract for replacement of air conditioning units and roof at the Stanley Remelmeyer Cable Building with Bon Air Inc. for \$260,000 with a 5% contingency of \$ 13,000 (B2012- 21-FEAP751/FEAP600); and,
- 2) Approve a 10% project management fee of \$ 26,000.

FUNDING

Funding is available in FEAP 751-Energy projects and FEAP 600- Cable Bldg. Roof.

BACKGROUND

The air conditioning equipment located at the Stanley Remelmeyer telecommunication building was installed in 1986 and 26 years old. Equipment life span is typically 15 to 20 years depending on usage and maintenance. The outdoor coils, indoor coils and drain pans are corroded and motor failures are becoming more frequent.

The existing units have a cooling EER (energy efficiency rating) of 9.3 and heating efficiency of 70%, compared to a range of 12 to 14.5 EER and 80% to 82% for the new units. The new units will use R-410A refrigerant (environmentally friendly) while the existing units are using R-22 which is currently being phased out by the industry.

The scope of work entails removal and replacement of the 19 air conditioning units and partial roof replacement in the location where the air conditioning units are located. The existing roof is a built up roof that is original to the building. The new roof has a high Solar Reflective Index (SRI) of 99 (75 is standard) and recycled content of 7.5%. The higher the SRI, the more reflective the roof is from solar heat absorption.

ANALYSIS

Staff formally bid the project (B2012-21), held a job walk on June 28th, 2012 and opened bids on July 25, 2012. Below is a summary of the bids received.

AC Pros, Inc.	\$	224,900*
Bon Air, Inc.	\$	260,000
Four Seasons Air, Inc.	\$	271,281
Amazing Electric, Inc.	\$	295,000
DC Danco Air Conditioning	\$	312,000
Rusher Air Conditioning	\$	323,323

*Bidder withdrew their bid due to clerical errors.

Staff reviewed Bon Air, Inc's bid proposal form and found everything to be in order. Therefore staff is recommending that City Council approve a contract award with Bon Air, Inc. for \$ 260,000 with a 5% contingency for the replacement of 19 air conditioning units and partial roof replacement (B2012-21/FEAP #751 and FEAP #600).

Respectfully submitted,

SHERYL BALLEW
General Services Director

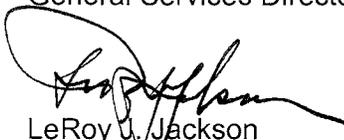


By Diane Megerdichian
Business Manager

Concur:



Sheryl Ballew
General Services Director



LeRoy U. Jackson
City Manager

Attachment A: Bon Air, Inc. public works agreement

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of September 25, 2012, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Bon Air Incorporated., a California corporation.

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 the plans and specifications prepared for the City of Torrance by Bartef Yoosephiance & Associates, Inc;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Replacement of Air Conditioning Units and Roof at the Stanley Remelmeyer Cable Building, Notice Inviting Bids No. **B2012-21** (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 \$ 260,000 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

Jim Fuentes HVAC Technician 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:

Bahman Hannani
Mozaffar Shaye

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: Bon Air Incorporated
11340 W. Olympic Blvd. #302
Los Angeles, CA 90064

Fax 310-479-0029

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 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

Bon Air Incorporated
A California corporation

Frank Scotto, Mayor

By: _____
Bahman Hannani
President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL

**BID FOR REPLACEMENT OF AIR CONDITIONING UNITS AND
ROOF AT THE STANLEY REMELMEYER CABLE BUILDING
B2012-21**

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 Bartef Yoosephiance & Associates, 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:	
Division 02	Site Work:	0. —
Division 03	Concrete:	0. —
Division 04	Masonry:	0.00
Division 05	Metals:	0. —
Division 06	Wood and Plastics:	0. —
Division 07	Thermal and Moisture Protection:	52,000
Division 08	Doors and Windows:	0. —
Division 09	Finishes:	0. —
Division 10	Specialties:	0. —
Division 11	Equipment:	0. —
Division 12	Furnishings:	0. —
Division 13	Special Construction:	

Item	Description	Total Amount
Division 14	Conveying Systems:	0. —
Division 15	Mechanical:	196,000.00
Division 16	Electrical:	12,000. —
	BID TOTAL- in figures*	260,000.00

BID TOTAL: Two hundred sixty thousand dollars.
(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.

BOY BIR INC.
Contractor Name

BAHMAN HANNANI - PRESIDENT
Signer's Name and Title

Date: 7/19/12 License No. & Classification 499561 B, C-20

Address: 11340 W. OLYMPIC BLVD. # 302, LA, CA 90064

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2012-21

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

- Addendum No. 1 B.H.
- Addendum No. 2 B.H.
- Addendum No. 3 B.H.
- 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

Date 7/19/12

STATE OF CALIFORNIA }
 }
 COUNTY OF LA }

CONTRACTOR'S AFFIDAVIT
B2012-21

 BAHMAN HANNANI , being first duly sworn,
 deposes and says:

1. That he is the PRESIDENT
 Title
 of BON AIR INC.
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the BID FOR REPLACEMENT OF AIR-CONDITIONING UNITS AND ROOF AT THE STANLEY REMELMEYER CABLE BUILDING, B2012-21

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 25TH day of JULY, 20 12.

Subscribed and Sworn to
before me this 25TH
of JULY, 20 12

BON AIR INC.
(Contractor)
PRESIDENT
(Title)

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

[Signature]



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: EBRAHIM KHANZADEH

License Number: 569569

Address of Office, Mill or Shop: 11415 ROCHESTER AVE. # 8, LA 90025

Specific Description of Sub-Contract: ELECTRICAL

Name under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: ~~TEST & BALANCE~~ S.H.

Name under Which Subcontractor is Licensed: A-1 All American

License Number: 642945

Address of Office, Mill or Shop: CARSON, CA

Specific Description of Sub-Contract: ROOFING

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

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): CHERRY JOINT UNION HS DISTRICT
 Address: 211 WEST 5TH ST., ONTARIO, CA 91762
 Contact Person: RICHARD THOMPSON Telephone No.: 909-988-8511 x 2522
 Title of Project: HVAC REPLACEMENT - ONTARIO HS & CHERRY HS
 Project Location: ONTARIO, CA
 Date of Completion 12/09 Contract Amount: \$ 1,700,000. —
2. Name (Firm/Agency): UC IRVINE
 Address: 5201 CALIFORNIA AVE. # 2ND, IRVINE, CA 92697
 Contact Person: DOHN GILMORE Telephone No.: 714-630-4291
 Title of Project: UCI BASEMENT CHILLER
 Project Location: IRVINE, CA
 Date of Completion 6/11 Contract Amount: \$ 385,000 —
3. Name (Firm/Agency): COUNTY OF SAN BERNARDINO
 Address: 385 N. ARROWHEAD AVE., SB, CA 92415
 Contact Person: DARLYNN WISSERT Telephone No.: 909-387-8907
 Title of Project: SB AUDITOR/CONTROLLER HVAC
 Project Location: SB, CA
 Date of Completion 2/09 Contract Amount: \$ 1,070,000. —
4. Name (Firm/Agency): PART OF LA
 Address: 425 S. PALMS VERDES ST., SAN PEDRO, CA 90731
 Contact Person: SHAWN SHAHRESTANI Telephone No.: 310-739-7989
 Title of Project: BATHS 212-224 ADMIN BLDG. HVAC
 Project Location: LA, CA
 Date of Completion 3/10 Contract Amount: \$ 624,000. —

REFERENCES

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

5. Name (Firm/Agency): CITY OF SAN BUENAVENTURA
 Address: 301 POLI ST., VENTURA CA 93002
 Contact Person: HUGH McTORNAN Telephone No.: 805-653-1722
 Title of Project: CITY HALL PHILIPPA REPLACEMENT
 Project Location: VENTURA, CA
 Date of Completion 2/11 Contract Amount: \$ 336,000

2. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

3. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

4. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

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. HVAC
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____

Contractor's License No.: 499561 Class: B, C-20

Date first obtained: 1986

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 CA

Federal Tax ID Number # 95-4053328

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>BAHMAN HANNANI</u>	<u>PRESIDENT, TREASURER</u>	<u>N/A</u>
<u>MOZAFFAR SHAYE</u>	<u>VP, SECRETARY</u>	<u>N/A</u>

BID BOND

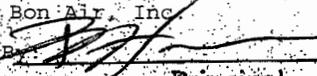
B2012-21

KNOW ALL MEN BY THESE PRESENTS: That we, Bon Air, Inc.

as principal, and Developers Surety and Indemnity Company
as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal
sum of ten percent of amount bid dollars (\$ 10%), for the payment whereof we
hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally,
firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file
with and submit to the City of Torrance a bid or proposal for the performance of certain work as
required in the City of Torrance, Project No. B2012-21, said work being: the Replacement of Air
Conditioning Units and Roof at the Stanley Remelmeyer Cable Building, in compliance with the
Specifications therefore under an invitation of said City contained in a notice or advertisement
for bids or proposals; now if the bid or proposal of said principal shall be accepted and if said
work be thereupon awarded to the principal by said City and if the said principal shall enter into
a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of
the said principal is rejected, then this bond shall be void and of no effect and otherwise in full
force and effect.

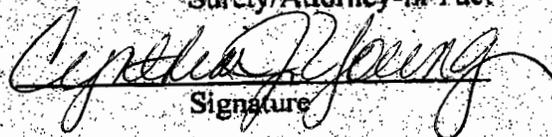
WITNESS our hands this 13th day of July, 20 12

Bon Air, Inc.

Principal

Developers Surety and Indemnity Company

Cynthia J. Young, Attorney-in-Fact

Surety/Attorney-in-Fact


Signature

Name: Developers Surety and Indemnity Company

Local Address: 17771 Cowan, Ste. 100

Irvine, CA 92615

Phone No.: 800-782-1546

Fax No.: 949-252-1955

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

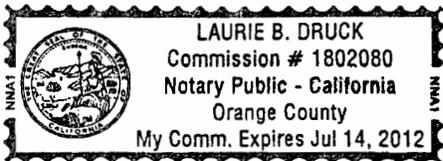
State of California)
County of San Bernardino) ss.

On July 13, 2012 before me, Laurie B. Druck, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Laurie B Druck

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

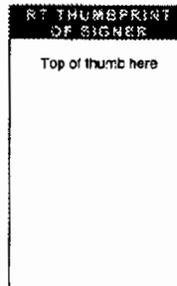
Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title _____
- Partner -- Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*****Cynthia J. Young, Jay P. Freeman, Laurie B. Druck, Pamela McCarthy, jointly or severally*****

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this October 4th, 2011.

By: *Daniel Young*
Daniel Young, Senior Vice-President

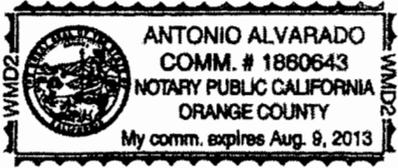
By: *Steve A. Tvedt*
Steve A. Tvedt, Vice-President



State of California
County of Orange

On October 4, 2011 before me, Antonio Alvarado, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Steve A. Tvedt
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Antonio Alvarado*
Antonio Alvarado, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of July, 2012

By: *Gregg Okura*
Gregg Okura, Assistant Secretary

ADDENDUM # 1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2012-21

Bid for Replacement of Air Conditioning Units and Roof at the Stanley Remelmeyer Cable Building

ADDENDUM # 1

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

UNCHANGED: Bid Opening Date remains: **Thursday, July 19, 2012 at 2:00 PM** in the City Clerk's office.

CLARIFY: Onsite Work Schedule: In order to minimize disruption to the City, bidder will schedule any work that shuts off the air conditioning to the building during two (2)- five (5) day periods that may include weekends (Thursday am- Monday pm), please bid accordingly. The 5 day shut down windows will be scheduled by the City after award. If weekend work will be required it will most likely be done the City of Torrance closed Fridays, attached are the hours of work for the City. All other work may be done during normal business hours.

CLARIFY: City will provide temporary air conditioning if needed to key sections of the building.

ATTACHED AND REVISED: Roofing Specifications 07550.

CLARIFY: The roof deck substrate consists of lightweight concrete and the base sheet will need to be mechanically attached as per new specs.

ATTACHED: Mechanical drawings by Bartef Yoosephiance & Associates, Inc (BYA) dated 4/12/2012. The electronic files will replace the hard copy of the plans dated 7/11/11 (Sheets M-1 through M-8, MP-1) you received through the City Clerk's office. However, the last two sheets included in the hard copy set of plans (Sheet M-4-Roof Plan and A2-3- Roof Plan Details both dated 4-22-86) are not included in the attached but remain applicable to the scope of work and the bid.

CLARIFY: On Sheet M-4, the "X" on the various roofs means not in contract (N.I.C.). The area of roof to be replaced is where the air conditioning units are located; the entire roof on that level is to be replaced.

ATTACHED AND REVISED: please find revised specification sections 01010, 15010, 15775, 15880, and Index Sheet

DELETE Section 15900 HVAC Test and Balance deleted from scope of work.

CLARIFY: All existing electrical fused disconnects must be replaced with the proper capacity fused disconnects and all fuses must be as recommended on the equipment name plate.

CLARIFY: If the equipment Maximum Amp of the disconnect recommended is lower than the rated amp of the corresponding Circuit Breaker in the electrical panel, the City electrician will then replace them with the properly rated circuit breaker.

CLARIFY: The location of the new Mini-Split condensing unit on the roof top, (sheet M5) must be moved 3 feet north, to clear the gas pipeline, allow enough clearance around the unit as recommended by the equipment manufacturer.

BELOW ARE QUESTIONS THAT WERE RAISED DURING THE BIDDING PERIOD. ANSWERS ARE IN BOLD.

- 1) The equipment schedule calls for the 4 and 5 ton 48 VLN units to be belt driven. This product is only available in direct drive. Are belt driven units required for the 4 and 5 ton units?
Refer to revised mechanical drawing schedule.

- 2) The 48 VLN units have stainless steel heat exchangers. The 48 HCED have aluminized steel heat exchangers. Are stainless steel heat exchangers required for the 48 HCED? **Refer to revised mechanical drawing schedule.**
- 3) Specifications note AABC test and balance. Is NEBB certification acceptable? **HVAC Test and Balance section 15900 is omitted**
- 4) A/C 1,18,and 19 are noted as medium heat and are not local stock. Is medium heat required?
Yes
- 5) During the job walk there were questions asked regarding the roof supports for the gas and condensate. Please clarify the roof piping support system required for this project. **All existing and new piping shall be supported by Durablok manufactured pipe support blocks**
- 6) Has the City had the existing roofing materials tested for ACM? If so, is there a report available? If not, are we presuming ACM? **There is no asbestos in any of the layers of roofing as per testing results attached.**

July 11, 2012

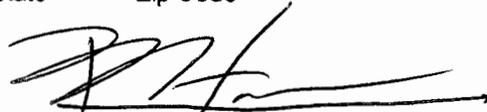
Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

BOM AIR INC.
Name of Company

11340 W. OLYMPIC BLVD. # 302
Address

LA CA 90064
City State Zip Code

By: 
BAUMAN HANNALI

ADDENDUM # 2

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

BID NO. B2012-21

Bid for Replacement of Air Conditioning Units and Roof at the Stanley Remelmeyer Cable Building

ADDENDUM # 2

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

CHANGED: Due to pending clarifications on the following: electrical connections, heat exchangers and warranties, the bid opening date has been changed to one week later on **Thursday, July 26, 2012 at 2:00 PM** in the City Clerk's office.

There will be a third addendum issued for this bid, once we have the clarifications confirmed.

July 17, 2012

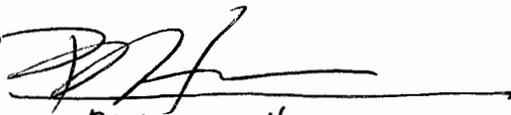
Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Box AIR INC.
Name of Company

11340 W. OLYMPIC BLVD. # 302
Address

LA CA 90064
City State Zip Code

By: 
BAHMAN HANNANI
PRESIDENT

ADDENDUM # 3

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2012-21

Bid for Replacement of Air Conditioning Units and Roof at the Stanley Remelmeyer Cable Building

ADDENDUM # 3

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

NO CHANGE: Bids are due on **Thursday, July 26, 2012 by 2:00 PM** in the City Clerk's office.

Below are additional questions raised during the bidding period, answers are in bold..

- 1) I understand that the sub straight is light weight concrete so my question is, is there any fiber board or insulation between the concrete and the rock roof and if so how thick?

The substrate is light weight concrete about 3-4" thick poured over corrugated metal. No insulation and the base sheet of the existing built-up roof is laid directly on top of the concrete deck.

- 2) Unfortunately the 48VL package units do not have an option for a 5 year parts and labor warranty. They only have the standard commercial warranty which is 5 years compressor and 1 year parts. I did not see a note about adding stainless steel heat exchanges to AC-1, 18, 19. Please provide direction.

Only A/C units 1,7,18, and 19 are specified to be belt driven and be equipped with Stainless Steel Heat Exchanger, these are available as per Carrier Sales officer, and the Carrier 48VLN and 48HC models are all available with 5 year warranties for all parts. Contractor shall provide five years labor warranty on all equipment.

- 3) There are no details for electrical connection to the new ductless unit (new mini-split A/C unit serving the second floor conference room)?

- **Provide and install one 20 amp two pole HVAC rated circuit breaker inside the electrical panel "EE" inside the second floor storage room.**
- **Run conduit and wire through the ceiling space of the storage area, penetrate roof, install flashing and waterproof penetration.**
- **Install 30 amp NEMA 4 fused disconnect on the parapet wall, terminate inside the unit with the "liquitight" flex conduit.**
- **Install EMT conduit from condensing unit on the roof top, and feed the indoor unit as per manufacture's recommendation, and code requirements.**
- **Seal all penetrations for weather and fire safety.**

July 23, 2012

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.



Name of Company

11340 W. OLYMPIC BLVD. # 302

Address

LA CA 90064

City State Zip Code

