

Council Meeting of  
November 14, 2006

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

**SUBJECT: General Services- Contract for carpet replacement in the Main City Hall Building. Expenditure: \$ 23,099**

### **RECOMMENDATION**

The General Services Director recommends City Council

- 1) Award a contract to V.T.P. Inc. for \$ 21,999 with a 5 % contingency of \$ 1,100 for carpet replacement in Main City Hall (FEAP #560); and,
- 2) Appropriate \$ 8,138 from the Capital Project Maintenance Fund.

### **Funding**

Funding of \$14,961 is available in FEAP #560 and \$8,138 from the Capital Project Maintenance Fund

### **BACKGROUND**

As part of the five year capital project improvement plan, the first floor carpet was scheduled to be replaced using funds FEAP #560 this year. Prior to bidding, staff was asked that the council chambers be considered for re-carpeting as well. As a result the project was split into two areas, the base bid and the bid alternate. The base bid covered the carpet on the perimeter outside of the council chambers, plus the break room, and hallways leading west to Central Services, and east to the Building Department and Business License. The bid alternate included the council chambers and executive meeting room north of the chambers.

The project is a turnkey operation, i.e. they will be responsible for removing furniture, disposing of the old carpet and cove base properly, installing new carpet and cove base per the specifications and moving the furniture back.

**ANALYSIS**

Staff received the following bids (B2006-36).

V.T.P. Inc	\$ 21,999.00
Fred's Carpet Plus	\$ 28,762.26
Carpets by Monte	\$ 31,205.76

The original scope of work and funding included only areas exterior to the council chambers, as a result the project funding of \$14,961 was only sufficient to cover the perimeter carpeting. The re-carpeting of the council chambers will be done using funds of \$8,138 from the Capital Project Maintenance Fund.

The General Services Director recommends that City Council award a contract to V.T.P. Inc for \$21,999 with a 5% contingency and appropriate \$8,138 from the Capital Project Maintenance Fund for replacement of carpet on the first floor of City Hall and the council chambers.

Respectfully submitted,

SHERYL BALLEW  
General Services Director

By   
Diane Caseltine  
Business Manager

CONCUR:

  
Sheryl Ballew  
General Services Director

  
LeRoy J. Jackson  
City Manager

Attachment A: V.T.P. Inc. Agreement

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of November 14, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and V.T. P. Inc. a California Corporation ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all labor, materials, tools, equipment and incidentals to complete the removal of the existing carpet and cove base and purchase and install new carpet and cove base in the main City Hall first floor area and the council chambers per the specifications prepared by the City of Torrance as outlined in the bid.
- B. In order to obtain the desired services, The CITY has circulated its Bid for Carpet Replacement in Main City Hall, BID B2006-36 (the "BID"); and,
- C. CONTRACTOR has submitted a Bid Proposal (the "Proposal") in response to the BID. In its Proposal CONTRACTOR represents that it is qualified to perform those services requested in the BID. Based upon its review of all proposals submitted in response to the BID, 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 BID. A copy of the BID is attached as Exhibit A. A copy of the Proposal is attached as Exhibit B.
- 2. **TERM**  
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until June 30, 2007.
- 3. **COMPENSATION**
  - A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR 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 the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$ 21,999 ("Agreement Sum"), 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 without Cause.

Either party may terminate this Agreement at any time, without cause, upon 30 days' written notice to the other party. Upon receipt of the notice of termination, the CONTRACTOR must immediately cease all work or services except as may be specifically approved by the CITY. CONTRACTOR will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the CITY. The CITY will be entitled to reimbursement for any expenses that have been paid for but not rendered.

B. Termination for Cause.

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 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.

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.

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 acts or omissions 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 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:

Michael Combs

**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 and its subcontractors 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 \$250,000 per person, \$500,000 per occurrence; and
  - (b) Primary Property Damage of at least \$100,000 per occurrence; or

- (c) Combined single limits of \$500,000 per occurrence.
  - (2) General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
  - (3) 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 CONTRACTOR will be primary and non-contributory.
  - C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
  - D. CONTRACTOR 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 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: V.T.P. Inc.  
3209 North Alameda Street  
Suite H  
Compton, CA 90222  
Fax: 310-223-1767

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 set forth 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

V.T.P. Inc.  
a California Corporation

\_\_\_\_\_  
Frank Scott, Mayor

By: \_\_\_\_\_  
Michael Combs  
President

ATTEST:

\_\_\_\_\_  
Sue Herbers  
City Clerk

APPROVED AS TO FORM:  
JOHN L. FELLOWS III  
City Attorney

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

Attachments:      Exhibit A:      BID  
                         Exhibit B:      Proposal

**EXHIBIT A**

**BID**

**[To be attached]**

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2006-36

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**Bid for Carpet Replacement in Main City Hall**

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**PROPOSAL SUBMITTAL INFORMATION**

PLACE: CITY OF TORRANCE  
Office of the City Clerk  
3031 Torrance Blvd.  
Torrance, CA 90503

DEADLINE: 2:00 PM

DATE: Thursday, September 28, 2006

The **ORIGINAL COPY** of the BID must be submitted in a sealed envelope and marked with the Bid number and title

BIDS MAY BE MAILED OR HAND DELIVERED. NO FAXED BIDS WILL BE ACCEPTED. LATE BIDS WILL NOT BE ACCEPTED. Bids will be opened and publicly read aloud at 2:15 P.M. on the same date in the Council Chambers, Torrance City Hall.

**All responses must include the following components:**

- Bidder's Response (Section III of this document) You must submit your response on the forms provided. (If additional space is required, please attach additional pages.)
- Bidder's Affidavit (Attachment 1)
- Addenda (if issued).
- **Upon award of contract, proof of Insurance and business license permit, as indicated in this Bid, must be submitted to the City Clerk.**

**MANDATORY JOB WALK/PRE-BIDDERS CONFERENCE**

On Wednesday, September 20, 2006 at 10:00 AM at Main City Hall  
Located at 3031 Torrance Boulevard, Torrance, CA 90503

Any questions regarding this bid should be directed to:

\*\*\* Diane Caseltine \*\*\*  
\*\*\*General Services Department\*\*\*  
(310) 781-7151

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2006-036

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**Bid for Carpet Replacement in Main City Hall**

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**SECTION I BID INSTRUCTIONS AND INFORMATION**

Notice is hereby given that sealed bids will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on **Thursday, September 28, 2006** and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of bids. An original copy of each bid must re- submitted in a sealed envelope and clearly marked: "BID FOR CARPET REPLACEMENT IN MAIN CITY HALL, BID B2006-36"

**Bid Form:**

The bid must be made on the forms provided for that purpose, enclosed in a sealed envelope, and marked Bid for Carpet Replacement in Main City Hall, Bid B2006-36 and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If the bid is made by an individual, 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 bid form must be filled in, using ink, indelible pencil, or typewriter, and the text of the bid form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a bid will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the bid form over the signature of the Bidder.

**Reservation:**

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

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

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

This bid does not commit the City to award a contract or to pay any cost incurred in the preparation of a bid. All responses to this bid become the property of the City of Torrance.

All awards shall take into consideration local City of Torrance vendor sales tax rebate of 1%.

**Affidavit:**

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

**Standards for Evaluation of Bid:**

The City staff will use the following priorities, as well as pricing, in determining which bid best meets the needs of the City. The City will be the sole determiner of suitability to the City's needs.

Bids will be rated according to their completeness and understanding of the City's needs, conformance to the requirements of the technical specifications, prior experience with comparable bids.

**The Contract:**

The Bidder to whom the award is made will be required to enter into a written contract with the City of Torrance, in the form attached. Copies of this Bid and the Bidder's accepted bid will be attached to and become a part of the contract.

**Errors and Omissions:**

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

**Registration of Contractors:**

If the bidder calls for work to be performed by a Contractor, the Contractor must be licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professional Code, of the State of California.

**Permits and Licenses:**

The Bidder will procure all permits and licenses (including City of Torrance business licenses), pay all required charges and fees. For business license information, contact the City of Torrance Business License Office at (310) 618-5828.

**Mandatory Pre-Bid Meeting:**

Bidders intending to bid on this requirement must ensure that a representative from their company is in attendance at the mandatory pre-bid meeting. Bidders submitting proposals without attending this meeting will be disqualified. No exceptions will be allowed.

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2006-36

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**Bid for Carpet Replacement in Main City Hall**

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**SECTION II TECHNICAL REQUIREMENTS**

**Introduction:**

The following technical requirements describe the City's requirements to provide replacement of carpet in the main City Hall building for the City of Torrance. All work must be done in accordance with the specifications contained herein.

This Bid is intended to be as descriptive as possible. However, Bidders may not take advantage of omissions or oversights in this document. Bidders must supply products and services that meet or exceed the requirements of this Bid. In the event of a dispute over installation or performance, the needs of the City of Torrance will govern.

**Minimum Contractor Requirements:**

Contractor must have a valid C-15 Flooring and Floor Covering Contractor. Contractor must have a minimum of 5 years experience in commercial carpet installation.

**Proposal Submittals:**

Each proposal must contain:

- 1- Bid Proposal Section III
- 2- Bidders Affidavit Attachment 1
- 3- Addenda (if issued)

**Bid Specifications:**

- Contractor will provide all labor, materials, tools, equipment and incidentals to complete the installation of carpet and cove base per the specifications provided. This includes properly measuring the area and ordering enough material to complete the project.
- All work will be done when City Hall is closed. This includes weekends and alternate Fridays. Bids must reflect performing work at these times and days.
- Contractor shall be responsible for removing and replacing all existing furniture.
- Contractor shall be responsible for the removal and disposal of existing carpeting and cove base off of City property and in a proper manner.
- Contractor shall patch cracks in concrete floor using a cement-based, non-vinyl patching compound and completely clean surfaces before installing new carpet and cove base.

- The carpet must be cut evenly along the wall to fit around all projections and into all alcoves and trim strips. Carpet must fit evenly and closely to and through thresholds where carpet joins together in doorways.
- All carpet must be aligned at seams to match color, weave, width, and length.
- No patching is to be used in small areas or doorways.
- All carpet furnished must be from the same dye lot.
- All carpeting must be installed according to manufacturer's specifications.
- Only qualified, experienced carpet installers under proper supervision will be used for this installation.
- Upon completion of installation, the new carpet areas must be vacuum cleaned and all loose threads are to be removed. All dirt and miscellaneous debris must be removed. Carpet with spots or stains that cannot be removed to the satisfaction of the City must be replaced. This provision will also apply to any defects, imperfections, abrasions, cuts, etc., in the furnished carpet.
- The finished installation must be free from glue, scraps, carpet ripples, and blisters.
- Contractor shall be responsible for the storage and security of all equipment, tools, materials and other supplies used during the removal and installation of carpet and cove base.

**Materials:**

Carpet: Ayers Hall by Shaw/Philadelphia Commercial- Color Red Quarry #72850- unitary backed, glue down application

Cove Base: Burke Flooring Products – 4 inch top set base, color Slate #660 P

Adhesive: Shaw 2057 or 2100 Patterned Carpet Adhesive

Examination of Site, Drawings and Specifications: Bidders shall examine the site of the work and acquaint themselves with all conditions affecting the work. By submitting a bid, the bidder shall be held to have personally examined the site and the drawings, to have carefully read the specifications, and to have satisfied itself as to its ability to meet all the difficulties attending the execution of the proposed contract before the delivery of this proposal, and agrees that if awarded the contract, will make no claim against the City based on ignorance or misunderstanding of the plans, specifications, site conditions and/or contract provisions.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents.

PROGRESS OF THE WORK AND TIME FOR COMPLETION. The Contractor shall begin work after the mailing, from the City Manager to the Contractor, by first class mail, postage prepaid, of a Notice to Proceed. **The Contractor shall diligently prosecute the same to completion within 30 (thirty calendar days) of the start date specified in said Notice.** Actual on site work schedule to be approved and coordinated with owner. The thirty (30) calendar day schedule includes the lead time for materials.

## Installation of Commercial Broadloom Products

### INSTALLATION GUIDELINES

The following instructions shall be reviewed prior to installation. Shaw will not be responsible for improper installation.

### SITE TESTING AND CONDITIONING

Maintain the temperature of the installation site, carpet, adhesive and seam sealer between 65° F and 95° F for 24 hours before installation. Do not begin the installation if the room or subfloor temperature is below 65° F. The adhesive and seam sealer will not function properly when applied over an extremely cold surface. Relative humidity should not exceed 65%. These conditions must be maintained for 24 hours prior to, during and 24 hours after installation.

Test the slab for moisture and alkalinity prior to beginning the installation. Check the concrete for surface pH at several locations. A reading below 5.0 or above 9.0 requires corrective measures. Specific information on the correct method of neutralizing extremely low or high pH is available from the Shaw Field Technical Services Department.

Check the concrete for moisture at several locations using anhydrous calcium chloride test kits. The moisture transmission rate must not exceed 5.0 lbs. per 1000 sq. ft. per 24 hours. Do not begin the installation if a higher moisture transmission rate is detected. Do not use other methods of moisture testing, as they are not reliable. If moisture is excessive advise the general contractor or building owner for a decision on whether to begin.

Shaw is not responsible for any moisture related installation failures if these guidelines are not strictly followed.

### FLOOR PREPARATION

The floor must be free of dust, dirt, oil, grease, paint, wax, moisture or any debris that could affect adhesion of these backings to the floor. Do not use sweeping compounds as they leave oily deposits.

The floor must be level and smooth. Depressions and cracks must be filled with a liquid latex additive patching compound and all protrusions leveled. **NOTE: Do not sand or scrape Vinyl-asbestos tile (VAT) without proper attention to asbestos abatement procedures and precautions in accordance with all state and local codes.**

**SHAW ACCEPTS NO RESPONSIBILITY IF LOOSE ASBESTOS CONTAINING FLOORINGS ARE AFFECTED UPON REMOVAL OF A COMMERCIAL BROADLOOM INSTALLATIONS.**



Concrete floors must be sealed if dusting or powdering exists. The following floor sealers are suggested for concrete: Shaw Contract 9050 Floor Sealer and Shaw 8550 Level Primer.

## **ADHESIVES**

Use Shaw 1000 or 1200 premium multipurpose adhesive, or if working with patterned carpets use the Shaw 2057 or 2100 Patterned Carpet Adhesive.

Apply the adhesive with a 1/8" X 1/8" X 1/8" "U" notch trowel that will give a spread rate of 8 to 10 square yards per gallon or 32 to 40 square yards per 4-gallon pail. On extremely porous or rough floors with residual multi-purpose adhesive, more adhesive will be needed. Spread rate should never exceed 40 square yards per 4 gallons or an installation failure may occur. This indicates a worn or improperly notched trowel.

The Shaw 1000 or 1200 adhesive must have adequate open time to become very tacky prior to installation. The open time will vary depending on temperature and humidity at the job site. The adhesive is ready for carpet installation when the entire ridge of glue becomes tacky. This can be checked by firmly placing a finger into the adhesive and lifting slowly. The glue should have legs or strings and not be wet at the floor surface to ensure a full transfer of adhesive. Fans or air movers will reduce required open time.

The Shaw 2057 or 2100 Patterned Carpet Adhesive will allow the carpet to be installed while the adhesive is wet for better pattern matching capabilities.

Inadequate adhesive application will result in bubbles and/or peaked seams and repair will require more time and effort than proper initial installation.

## **JOB LAYOUT**

Dry lay the entire area to be carpeted. Implement roll sequencing prior to cutting any textured, graphic product. This will minimize the normal variations encountered when pattern matching and any bow or skew between the rolls. Roll numbers are the first method for sequencing unless pattern sequences are provided on the roll tag / label or bills of lading. If the roll information has been removed prior to the carpet arriving to the job site, the date and time is backstamped (in military time) on the carpet to assist in sequencing.

### **NOTICE: LOOK BEFORE YOU CUT.....**

Contact your Sales Representative or the Financial Services Department if a visible manufacturing defect exists. If such a defect is installed, Shaw is not liable for the installation.

## **CUTTING AND SEAMING**

Seam edges shall be trimmed using tools and techniques best suited for the carpet. Trim edges far enough into the material, normally about 8-10 rows, to maintain the structural



integrity of the carpet. The cutting technique for all backings is row cut both edges. Start matching patterns in the center of the seam. Correct pattern matching, gaps and overlaid areas with use of a knee kicker, power stretcher, deadman, Roberts 10-117 ministretcher and stay nails.

**Patterned carpets must be cut by the row cut/row cut method and dry laid to ensure pattern match, also check for sidematch and any visual defects.** Use a screwdriver or awl to separate rows of yarn and cut with a cushion back or loop pile cutter. After adhesive has become tacky, place the first drop into the adhesive and apply seam sealer. Place second breadth into adhesive and match pattern in center of seam. Use of a power stretcher, deadman, Roberts 10-117 mini stretcher and stay nails may be required to obtain proper match.

Cross seams can be made the same as side seams if the rows can be run across the width. If not, straight edge from the face on the side with the pile lay toward the seam. Better seam quality will be obtained if you first run the cushion back cutter along the straight edge with the blade retracted. This will preserve more yarn by pushing it out of the way. This cut edge is then used as a guide to trace cut the second side of the seam.

### **SEAM SEALING**

**All commercial broadloom products require the use of seam sealer. Shaw 4000 seam sealer must be applied to the edges trimmed for seaming, and cover the thickness of both the primary and secondary backing without contaminating the face yarn.**

**CAUTION:** Seam edges **must** be sealed to prevent edge ravel, tuft loss, and delamination of the secondary backing in the seamed area.

### **TRANSITIONS**

Where carpet meets other floor coverings, the edges must be adequately protected with an appropriate transition molding or strip that covers the carpet edge at least ½”.

### **GENERAL COMMENTS**

These backings should be rolled in both directions with a roller not exceeding 75 lbs. to assure transfer of the adhesive between floor and carpet backing.

### **POST INSTALLATION CARE AND PROTECTION**

1. Use plywood over the carpet when heavy objects are moved within 24 hours after installation.
2. Protective chair mats under chairs with casters are recommended. This will prevent excessive wear to the face and possible transfer of the pressure sensitive adhesive to the back of the carpet.
3. A non-staining building material paper must be placed over the carpet to protect it when additional construction activity is to take place that would soil or stain it. **Do not use plastic sheeting as it will trap moisture.**



These installation procedures are intended to assist in the installation and care of Shaw carpet under most job conditions. Specific questions regarding installation and maintenance not covered within must be referred to the **Shaw Technical Services Department at 1-800-471-7429**. Any variance from these procedures will become the responsibility of the installer and not the manufacturer.

Shaw Technical Bulletins are updated as new information becomes available. To determine if this represents the most current information, call 1-800-471-7429 and ask for the current bulletin number and date. **SPD02-01/28/05**.

### TECHNICAL SERVICES PHONE NUMBERS AND WEB SITES

Shaw Contract - 1-800-471-7429  
 Patcraft - 1-800-381-8160  
 Designweave - 1-866-367-7429

Shaw Contract - [www.shawcontract.com](http://www.shawcontract.com)  
 Patcraft - [www.patcraft.com](http://www.patcraft.com)  
 Designweave - [www.designweave.com](http://www.designweave.com)

### BOW, SKEW, and PATTERN ELONGATION

**Q:** How do you install a patterned carpet if it has bow, skew, or pattern elongation but are still within the set tolerances of 1½" for bow in 12', 1½" for skew in 12', and 1½" for pattern elongation in 12'?

**A:** First, dry lay all the carpet according to roll or pattern sequence. The sequence number on the roll tag determines installation sequence if a pattern sequence is not provided. Dry stretch the carpet to minimize alignment difficulties. For bow or skew, select the most prominent width wall, cut the carpet exactly on pattern across the width, then position the carpet along the wall. If cut and positioned correctly, either the bowed or skewed edge(s) will be running up the wall. Fold the carpet back and spread SHAW 1000 or SHAW 1200 adhesive using a minimum 1/8" U notch trowel. Allow the adhesive to properly tack to develop good adhesive legs.

Using the mini stretcher, pull the skewed or bowed edge down off the wall. Align the pattern along the wall. This will form a bubble that will need to be moved to the opposite end of the seam. A bowed carpet will form a bubble on both edges, a skew will bubble only on one side. Align the pattern as the bubble is moved down the seam. It may be necessary to over stretch the carpet pattern with the mini stretcher and allow it to slide back to achieve proper alignment. Use a power stretcher and "deadman" to properly align the pattern along the opposite wall. A "deadman" is constructed by nailing tack strip completely on one side of a 2"x12"x



4' long piece of lumber. If necessary, stay nails maybe used to hold the pattern in place. Remove the nails after adhesive has set.

For pattern elongation, start at the center of the drop and match the pattern at the seam. Then, working both ways from the center out toward the opposite walls, use the mini stretcher or power stretcher to stretch and align pattern working towards each wall.

### **Flux Installation Guidelines**

Flux Systems Program offers over-sized broadloom patterns. The length repeats are a random match on all broadloom Flux patterns except Cycles. While Cycles has a 16' repeat in length, there are breaks designed within the pattern at approximately every four feet which allows the carpet to be cut and seamed at a random pattern match. Four feet in length is required to obtain acceptable cross seams.

It is necessary to order enough material to obtain side match in the width for all patterns. Flux: 012 and Cycles have 12 foot repeats in the width. Flux: 06 and Flux: 03 have a 72 inch repeat in the width. Sway has a 36 inch repeat in the width.

### **Fragments Installation Guidelines**

Fragments Systems Program has both random match on both width and length on all patterns with the exception of Diced which has a pattern repeat of 3" x 3". There are breaks designed within the pattern Shards every two feet which allows the carpet to be cut and seamed at a random pattern match. Two feet in length is required to obtain acceptable cross seams. There are also breaks designed within the patterns Sliver and Slipfit every four feet which allows the carpet to be cut and seamed at a random pattern match. Four feet in length is required to obtain acceptable cross seams.

## PHILADELPHIA COMMERCIAL

## SPECIFICATION DATA

<b>Style Name:</b>	AYERS HALL CLAS
<b>Style Number:</b>	50572
<b>Construction:</b>	PATTERN LOOP
<b>Fiber Content:</b>	100% SOLUTION Q BCF NYLON BY SHAW INDUSTRIES
<b>Face Weight ozs/yd<sup>2</sup>:</b>	28.00
<b>Finished Pile Thickness Inches:</b>	0.152
<b>Total Thickness Inches:</b>	0.317
<b>Gauge:</b>	1/10
<b>Tufts per Inch:</b>	10
<b>Primary Backing:</b>	POLYPROPYLENE
<b>Secondary Backing:</b>	POLYPROPYLENE
<b>Total Weight ozs/yd<sup>2</sup>:</b>	63.0
<b>Density ozs/yd<sup>3</sup>:</b>	6632
<b>Twist Information:</b>	N/A
<b>Width:</b>	12' 0"
<b>Number of Colors:</b>	9
<b>Dye Method:</b>	SOLUTION DYED
<b>Coefficient of Friction:</b>	0.71
<b>Applications:</b>	BASIC END USE; INSTITUTIONAL, RETAIL, OFFICE
<b>Pattern Repeat:</b>	
<b>Star Rating:</b>	
<b>Special Features:</b>	...SOLUTION DYED FOR PERMANENT COLOR RETENTION...PERMANENT ANTISTAT

## PRODUCT DATA

<b>Flammability:</b>	
<b>Pill Test(CPSC FF1-70):</b>	PASS
<b>Radiant Panel (ASTM E-648) Direct Glue:</b>	Class I
<b>NBS Smoke Density (ASTM-E662):</b>	
<b>Flaming Mode:</b>	< 450
<b>Non Flaming Mode:</b>	< 450
<b>Static:</b>	
<b>AATCC-134:</b>	< 3.5 KV
<b>Type Static Control:</b>	PERMANENT CONDUCTIVE FIBER
<b>FHA DATA UM44D:</b>	MEA 77199
<b>Type:</b>	I&II
<b>Class:</b>	1&2
<b>Texture:</b>	A
<b>Warranties:</b>	10 YEAR COMMERCIAL QUALITY ASSURANCE SOLUTION Q SDN STAIN WARRANTY
<b>CRI Certification:</b>	15488878
<b>Green Label Plus:</b>	
<b>Wear Rating:</b>	3
<b>Recommended Traffic Class:</b>	C

**EXHIBIT B**  
**PROPOSAL**

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2006-36

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Bid for Carpet Replacement in Main City Hall

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SECTION III BID PROPOSAL

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

In accordance with your "Invitation to Bid," the following bid proposal is submitted to the City of Torrance.

**Bid Proposal Submitted By:**

V. T. P. Inc

Name of Company

3209 N. Alameda St. Ste H

Address

Compton, CA. 90222

City/State/Zip Code

Michael Combs - President

Printed Name/Title

(310) 223-1766 ph / (310) 223-1767 FAX

Telephone Number/Fax Number

**Form of Business Organization:**

Please indicate the following (check one);

Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

If incorporated, what state: CA

Federal Tax ID # 95-4380609

**Business History:**

How long have you been in business under your current name and form of business organization?

15 years

If less than three (3) years and your company was in business under a different name, what was that name?

N/A

Contractor's License No.: 659007 Class: C-15

a. Date first obtained: Jan - 1992

b. Has License ever been suspended or revoked? NO  
If yes, describe when and why: N/A

c. Any current claims against License or Bond? NO  
If yes, describe claims: N/A

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information

Marian Evans

Name

Manager

Title

(310) 223-1766 ph / (310) 223-1767 fax

Telephone Number/Fax Number

**Addenda Received:**

Please indicate addenda information you have received regarding this bid:

Addendum No. 1 Date Received: 9/25/06  
Addendum No.     Date Received:      
Addendum No.     Date Received:    

1 No Addenda received regarding this bid.



STATE OF CALIFORNIA  
 COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

Michael Combs being first duly sworn, deposes and says:

1. That he/she is the President of V. T. P. Inc.  
 (Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for

Bid no. B2006-36

(Bid Title)

2. That the bid proposal is genuine; that all statements of fact in the bid proposal are true;
3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder'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 Bidder, or anyone else interested in the proposed contract;
5. That the Bidder has not in any other 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 Bidder 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 Bidder from considering any bid from any subcontractor or materialman, which is not processed through that bid depository, or which 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 Bidder did not, directly or indirectly, submit the Bidder'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, 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 Bidder in its business.
8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this 26 day of September, 2006.

Michael Combs  
 (Bidder Signature)  
President  
 (Title)

**ADDENDUM #1**

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

**BID NO. B2006-36**

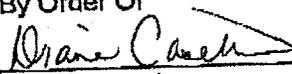
**Bid for Carpet Replacement in Main City Hall**

ADDENDUM # 1

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

- Clarify: Prospective bidders have the complete bid proposal package, there are no missing pages.
- Clarify: Visually impaired strips will be completed by the City of Torrance separately.
- Add: For the cove base, pre-manufactured corners are required.
- Clarify: Carpet in Elevator, not included in bid.

By Order Of

  
 \_\_\_\_\_  
 Diane Caseltine  
 Business Manager

August 25, 2006

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

U.T.P. Inc  
 Name of Company  
3209 N. Alameda Ste H  
 Address  
Compton CA 90222  
 City State Zip Code

