

Council Meeting
January 9, 2007

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

Members of the Council:

SUBJECT: General Services - Contract award for fabrication and installation of a two ton crane. Expenditure: \$ 28,165

RECOMMENDATION

The General Services Director recommends City Council award a contract to CraneVeyor Corporation for \$26,824 with a 5% contingency of \$1,341 for fabrication and installation of a two ton crane in the Mower Repair Shop (FEAP #493).

FUNDING Funding is available in FEAP #493- Mower Repair Building and C.I.T. Radio Shop.

BACKGROUND

Due to the increased use of specialty electronic equipment on Fire Department trucks, Police, and City vehicles, the Radio Shop located at the City Yard will need to be expanded to address the increased work load and staffing levels. This will be accomplished in two phases.

The first phase to provide space for the expansion was to relocate the adjacent mower repair shop. This was accomplished by formally bidding and awarding a contract to Action Contractors for \$230,817 for the fabrication and installation of a metal building in the northeast area of the Yard in June 2006. Currently in plan check, the installation of the mower repair shop is scheduled for February 2007 with a completion in April 2007.

As part of the first phase of the project, and to aid the employees with repair of heavy equipment, a two ton overhead free standing crane was specified for use in this capacity. Staff formally bid the project (B2006-43) and received one bid from CraneVeyor Corporation for \$26,824.

ANALYSIS

The advantages of having free standing cranes are better use of floor space, no stress on the building, operation of the crane is easy to learn and understand, modular design makes it easy to add sections, ergonomic design makes cranes safer because it is easier to move and position.

CraneVeyor Corporation has been providing overhead cranes and hoists since 1946. CraneVeyor Corporation is the only western region overhead crane manufacturer with the ability to provide a turnkey package with design, engineering, fabrication and installation of a crane, which in turn provides a lower price to the City.

The General Services Director recommends City Council award a contract with CraneVeyor Corporation for \$ 26,824 with a 5% contingency for fabrication and installation of a two ton crane for the mower repair shop.

Respectfully submitted,

SHERYL BALLEW
General Services Director



By Diane Megerdichian
Business Manager

CONCUR:



Sheryl Ballew
General Services Director



LeRoy J. Jackson
City Manager



CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as January 9, 2007 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and CraneVeyor Corporation, a California Corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide and install a free standing two (2) ton capacity crane per the specifications prepared by the City of Torrance.
- B. In order to obtain the desired services, The CITY has circulated its Bid for Free Standing Two Ton Capacity Crane, BID B2006-43.
- C. CONTRACTOR has submitted a Bid Proposal (the "Proposal") in response to the BID. In its Bid 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 CONTRACTOR's Proposal submitted in response to 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 December 31, 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 \$ 26,824 ("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:

Greg Bischoff
Frank Trimboli

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: CraneVeyor Corporation
1524 North Potrero Avenue
South El Monte, CA 91733

Fax: 626-442-7308

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

CraneVeyor Corporation
a California Corporation

Frank Scotto, Mayor

By: _____
Greg Bischoff
Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Heather K. Whitham
Deputy City Attorney

Attachments: Exhibit A: Bid
 Exhibit B: Proposal

EXHIBIT A

BID

[To be attached]

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2006-43

Bid for Free Standing Two Ton Capacity Crane

PROPOSAL SUBMITTAL INFORMATION

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

DEADLINE: 2:00 PM

DATE: Thursday, November 2, 2006

BID DEADLINE
2:00 P.M.

IN CITY CLERK'S OFFICE
ON BID OPENING DAY

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.**

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. B2006-43

Bid for Free Standing Two Ton Capacity Crane

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, November 2, 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 FREE STANDING TWO TON CAPACITY CRANE, BID B2006-43"

Bid Form:

The bid must be made on the forms provided for that purpose, enclosed in a sealed envelope, and marked Bid for Free Standing Two Ton Capacity Crane, Bid B2006-43 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. B2006-43

Bid for Free Standing Two Ton Capacity Crane

SECTION II TECHNICAL REQUIREMENTS

Introduction:

The following technical requirements describe the City's requirements to manufacturer and install a free standing 2 ton capacity Crane at the City Services Yard. 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 D-21 Machinery and Pumps. Contractor must have a minimum of 5 years experience in commercial crane manufacturing and installation.

Proposal Submittals:

Each proposal must contain:

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

Bid Specifications:

The City is requesting bids to provide all labor, materials, equipment, tools and incidentals to manufacture and install a Crane for the City Services Yard, Fleet Services Mower Repair Shop per the following specifications.

Equipment Specifications

- One (1) each Free Standing Crane
 1. 2 Ton Capacity
 2. 21' 6" bridge span
 3. ~~23' runway length~~ 36' runway length per Addendum #2
 4. 10' 5" hook height

5. Yale Electric Chain Hoist Model #KELB2- 10TH16S1 or equal
 - 16 FPM lifting speed
 - Chain Container
 - 460-3-60 power
6. Contractor to field measure and provide Auto cad drawing for owner approval.
7. Contractor to provide P.E. Stamped calculations and drawings for permit
8. Contractor to provide permit package. Owner will pull permit
9. Owner to provide junction box (power) within 2' of the end of the runway, mainline disconnect, as required by CAL-OSHA.
10. All electrical components of the crane equipment must be UL or ETL listed or labeled.
11. Crane runway beams and rails must be properly aligned and level, to comply with the CMAA specifications #70 and #74.
12. Free standing cranes must be blast cleaned and painted with one coat of rust inhibitor primer or one finish coat of safety yellow SCAQMD approved industrial grade enamel. Hoists, other auxiliary equipment and ceiling supported patented track rails will have the manufacturer's standard coat(s) and color. All other crane structures, runway beams, rails and other structural steel to be blast cleaned and one coat of red oxide primer. ASCE rails and mounting hardware will not be painted.
13. Contractor to load test the crane and hoist after installation and certified the equipment.
14. Two (2) sets of Operational and Maintenance Manuals will need to be included.
15. Contractor responsible for delivery and storage of equipment and materials.

Equipment will need to be designed and manufactured in accordance with the following:

- Crane Manufacturers Association of America (CMAA)
- Monorail Manufacturers Association (MMA)
- American Gear Manufacturers Association (AGMA)
- American Institute of Steel Construction (AISC)
- American Welding Society (AWS)
- National Electric Code (NEC)
- American National Standards Institute (ANSI)
- Occupational Safety and Health Administration (OSHA)

By submitting a bid, the bidder shall be held 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 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 specifications, and other contract documents.

PROGRESS OF THE WORK AND TIME FOR COMPLETION. The Contractor shall begin work after the mailing, from the City to the Contractor, by first class mail, postage prepaid, of a Notice to Proceed. **The Contractor shall diligently prosecute the same to completion within Forty nine (49) calendar days of the start date specified in said Notice.** Three (3) weeks to provide approval drawings and Four (4) weeks for fabrication and installation.

EXHIBIT B

PROPOSAL

[To be attached]

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2006-43

Bid for Free Standing Two Ton Capacity Crane

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:

CraneVeyor Corp.
Name of Company

1524 No. Potrero Ave.
Address

South El Monte, Ca. 91733
City/State/Zip Code

Dan Kelley, Crane Hoist Sales
Printed Name/Title

Cell- 626-675-2584 Fax- 626-442-7308
Telephone Number/Fax Number

Form of Business Organization:

Please indicate the following (check one);

Corporation Partnership Sole Proprietorship

If incorporated, what state: California

Federal Tax ID # 95-1466376

Business History:

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

Since 1946, 60 years

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

Contractor's License No.: 194646 **Class:** C61/D21 and C51

- a. Date first obtained: August 15, 1960
- b. Has License ever been suspended or revoked? No
If yes, describe when and why: _____
- c. Any current claims against License or Bond? No
If yes, describe claims: _____

Contact for Additional Information:

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

Greg Bischoff
Name

Executive Vice President
Title

Phone- 626-442-1524 Fax- 626-442-7308
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. 1 Date Received: 10/19/06
 Addendum No. 2 Date Received: 10/31/06
 Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this bid.

References:

Please supply the names of companies/agencies for whom you recently supplied comparable goods or services as requested in this BID. Contractor must have at least five years of experience in commercial carpet installation.

Ducommun Aerostructures	801 Royal Oak Dr. Monrovia	Ray Tomlison #626-3583211
Name of Company/Agency	Address	Person to contact/Telephone No.
Conoco Phillips	210 N. 12th. St. Santa Paula, Ca.	Steve Vanwinkle 918-661-5746
Name of Company/Agency	Address	Person to contact/Telephone No.
Chevron	324 West El Segundo Ave.	Ron Wright 310-615-5199
Name of Company/Agency	Address	Person to contact/Telephone No.
Aquarium of the Pacific	100 Aquarium Way Long Beach	Tom Van Truss 714-336-4830
Name of Company/Agency	Address	Person to contact/Telephone No.

Bid for Free Standing Two Ton Capacity Crane - Bid B2006-43

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 City of Torrance for the lump sum cost, and bid alternate.

Item	Description	Prices written in words	Total Bid
1.	Lump Sum Cost	Twenty six thousand, eight hundred & twenty four dollars	26,824.00 *

* Price is based on 6" steel reinforced concrete slab, to support the loads imposed by this system.

The above bid includes 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.

CraneVeyor Corp. _____
Contractor Name

Greg Biseloff EPC U.P. _____
Signer's Name and Title

Date: 11/1/06 License No. & Classification 194646 Class C61/D21/C51

Address: 1524 No. Potrero Ave. South El Monte, Ca. 91733

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

Gregory Bischoff being first duly sworn, deposes and says:

1. That he/she is the *Exec* Vice President of CraneVeyor Corp.
(Title of Office) (Name of Company)

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

Bid #B2006-43, Free standing, two ton capacity crane;
(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 1st day of November, 20 06.

Gregory Bischoff
(Bidder Signature)

Exec. Vice President
(Title)

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2006-43

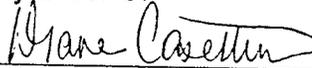
Bid for Free Standing Two Ton Capacity Crane

ADDENDUM # 1

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

CLARIFY: Attached are two pages of the prefabricated metal building footprint to give you the height, length and width of the building as well as the location of the building's structural columns. You will need to take into consideration the building measurements when providing the bid.

By Order Of



Diane Caseltine
Business Manager

October 18, 2006

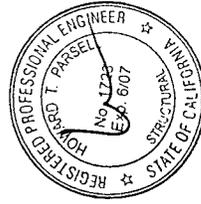
Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

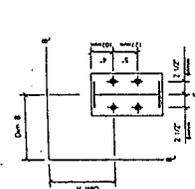
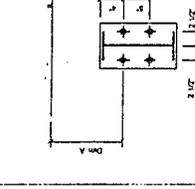
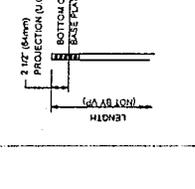
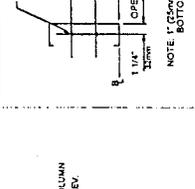
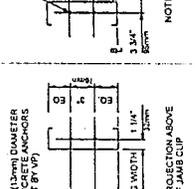
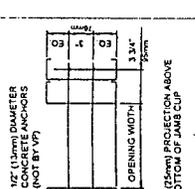
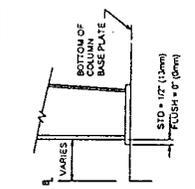
Craneveyor Corp.
Name of Company

1524 North Patrow Ave
Address

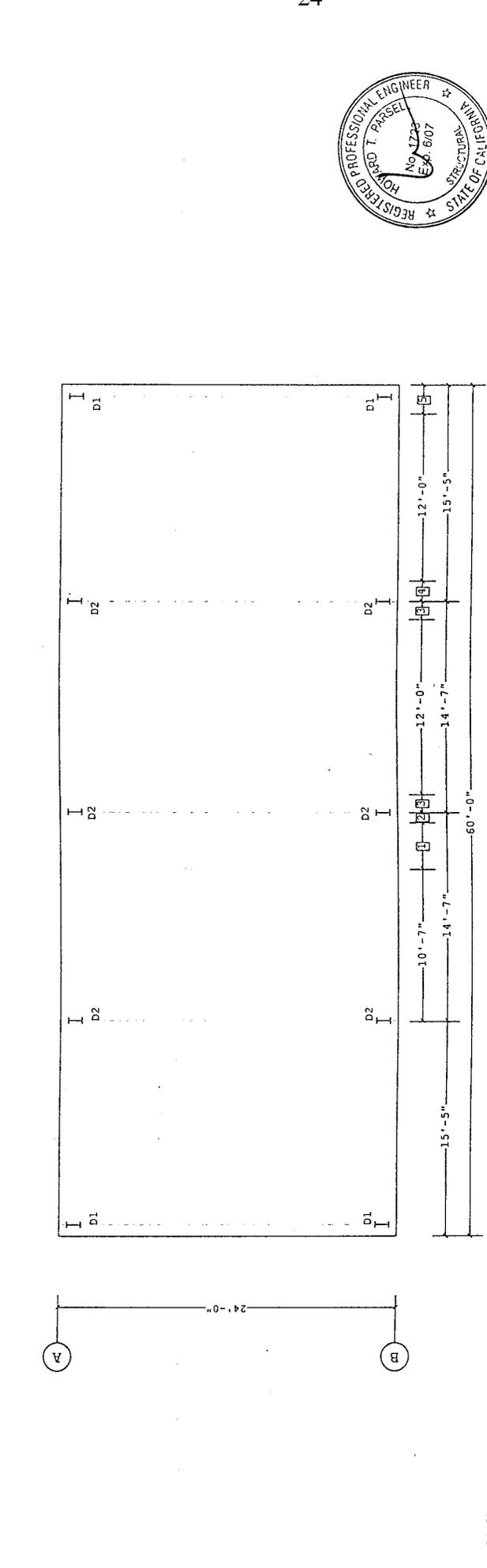
South El Monte CA 91733
City State Zip Code



1. APPROVED FOR THE PROJECT AND FOR THE CONTRACTOR'S USE ONLY. THIS PLAN IS NOT TO BE USED FOR ANY OTHER PROJECT OR CONTRACTOR'S USE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE STRUCTURE SHOWN ON THIS PLAN. THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER PART OF THE STRUCTURE. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE STRUCTURE SHOWN ON THIS PLAN. THE ENGINEER IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER PART OF THE STRUCTURE.



1 (4) 1/2" Dia. A36 A. Rods
 2 (4) 1/2" Dia. A36 A. Rods
 3 (4) 1/2" Dia. A36 A. Rods
 4 (4) 1/2" Dia. A36 A. Rods
 5 (4) 1/2" Dia. A36 A. Rods
 Plate W=8" L=1'-1"
 Elevation=100'-0"
 Dim A=10" Dim B=10"



5 2'-0"
 4 1'-5"
 3 1'-3 1/2"
 2 8"
 1 3'-4"
 Dimension Key

FOR APPROVAL - NOT FOR CONSTRUCTION

ANCHOR ROD PLAN

VP Buildings, Inc.
 3200 Players Club Court, Memphis TN 38115

DATE: _____ BY: _____ DESCRIPTION: _____

VP Buildings, Inc.
 3200 Players Club Court, Memphis TN 38115
 901-581-1305
 901-581-1305
 901-581-1305
 901-581-1305

PROJECT: Action Contractors, Inc.
 LOCATION: Entrance - Lawn Tower VPC
 6/09/2006 15:35:40

ADDENDUM #2

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2006-43

Bid for Free Standing Two Ton Capacity Crane

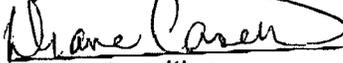
ADDENDUM #2

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

CLARIFY: The runway length of the crane should be 36 feet not 23 feet.

Bid Opening remains Thursday, November 2, 2006.

By Order Of



Diane Caseltine
Business Manager

October 31, 2006

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

CraneKeyor
Name of Company

1524 N. 15th St.
Address

South Gate CA 90233
City State Zip Code

Post-It™ brand fax transmittal memo 7671		# of pages ▶
To <u>Dan Kelley</u>	From <u>Diane C.</u>	
Co. <u>CraneKeyor</u>	Co. <u>City of Torrance</u>	
Dept. <u>626-442-1524</u>	Phone # <u>310-781-7151</u>	
Fax # <u>626-442-7308</u>	Fax # <u>310-781-7199</u>	