

Council Meeting
September 25, 2007

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

Members of the Council:

SUBJECT: General Services - Contract Award for Duct Cleaning at City Hall and the Police Department. Expenditure: \$137,885

RECOMMENDATION

The General Services Director recommends the City Council:

- 1) Award a contract with Air Management Industries for \$ 119,900 with a 5% contingency of \$5,995.
- 2) Approve a 10% project management fee of \$ 11,990.
- 3) Appropriate \$5,993 from the Building Maintenance Facility Fund to Duct Cleaning at City Hall FEAP #315 and Duct Cleaning Police Department FEAP #320 (B2007-28).

FUNDING

Funding is available in FEAP #315, Duct Cleaning at Police Department (65,946) and FEAP # 320, Duct Cleaning at City Hall (65,946), with the balance (5,993) from the Building Maintenance Facility Fund.

BACKGROUND

Ductwork in facilities with large centralized heating, ventilation and air conditioning (HVAC) systems are periodically inspected to determine if cleaning should be accomplished to maintain air quality. HVAC systems within the Police Department and City Hall are now within the recommended time frame where duct cleaning should be considered. During a recent inspection of the duct systems staff forwarded a recommendation that ducts be cleaned in the near future. Duct cleaning for these two systems was then programmed within the City's FEAP program for accomplishment.

ANALYSIS

The duct cleaning projects were formally advertised for bid in May, 2007. Nine (9) prospective bidders attended one of two pre-bid job walks for the projects on June 21 and 29, 2007. Staff received the following 4 bids at the bid opening held on June 28, 2007.

Air Management Industries	\$ 119,900
Action Duct Cleaning	\$ 166,995
Mintie Corporation	\$ 193,936
Medical Aire Care, Inc.	\$ 205,500

Staff met and reviewed contract requirements with the prospective low bidder while also contacting references from the contractor's recent similar projects with satisfactory results. Air Management Industries confirmed their bid at this time.

Therefore, the General Services Director recommends the City Council award a contract to Air Management Industries with a 5% contingency of \$ 5,995 for Duct Cleaning at City Hall and the Police Department and approve a 10% project management fee of \$ 11,990 and appropriate \$5,993 from the Building Maintenance Facility Fund.

Respectfully submitted,

SHERYL BALLEW
General Services Director

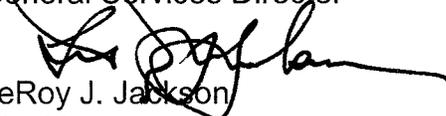


By Jon Landis
Facility Services Manager

CONCUR:



Sheryl Ballew
General Services Director



LeRoy J. Jackson
City Manager

Attachment A: Air Management Industries Contract

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of September 25, 2007, (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Air Management Industries Inc., a California Corporation.

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to clean all air handling equipment, air distribution systems including metal and flex ducts, mixing boxes, filter sections, economizers, exhaust chambers and exhaust fans, supply and return air plenums per the specifications prepared by the City of Torrance.
- B. In order to obtain the desired services, The CITY has circulated its Bid for Duct Cleaning at City Hall and Police Department, BID B2007-28.
- 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 Proposal and BID is attached as Exhibit A.
- 2. **TERM**
Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.
- 3. **COMPENSATION**
 - A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$119,900.00 ("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

Hrand Ibranossian 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:

April Montoya

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 \$ 2,000,000 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: Air Management Industries, Inc.
 8351 Elm Avenue
 Suite 102
 Rancho Cucamonga, CA 91730
 Fax: (909) 945-9994

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

Air Management Industries, Inc.
A California Corporation

Frank Scotto, Mayor

By: _____
April Montoya, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By:

Deputy City Attorney

Attachments: Exhibit A: Proposal and Bid

EXHIBIT A
PROPOSAL and BID

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2007-28

Bid for Duct Cleaning at City Hall and Police Department

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:

Air Management Industries Inc.
Name of Company

8351 Elm Ave #102
Address

Rancho Cucamonga, CA 91730
City/State/Zip Code

April Montoya, President
Printed Name/Title

(909)945-0041 (909)945-9994
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 # 91-1999420

Business History:

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

8 Years

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

na

Contractor's License No.: 783245 Class: CAO

- a. Date first obtained: 8/18/2000
- 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

April Montoya
Name

President
Title

(909)945-0041 (909)945-9994
Telephone Number/Fax Number

Addenda Received:

Please indicate addenda information you have received regarding this bid:

Addendum No. <u>1</u>	Date Received: <u>6/24/07</u>
Addendum No. <u>2</u>	Date Received: <u>7/12/07</u>
Addendum No. <u>3</u>	Date Received: <u>7/17/07</u>

_____ No Addenda received regarding this bid.

References:

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

Rialto Unified School Dist.	182 E. Walnut Rialto, CA	Carl or Gary (909) 820-7863
County of Los Angeles	1100 Grand Ave Los Angeles, CA	Art Lucero (818) 269-6015
Kaiser Permanente	4950 Sunset Los Angeles, CA	Steven Hobbs (323) 783-5225
Pepperdine Univ.	24255 PCH Malibu, CA 90263	Raul Perez (310) 506-6356

Submittals: Please indicate that the following are included with your bid proposal:

1. Certification by the National Air Duct Cleaners Association (NADCA)

Yes No

2. Certification for Confined Space Entry

Yes No

3. Proof of training in the following: Asbestos, First Aid and Blood Borne Pathogens, mold, mildew and bio hazard awareness (for example, written verification on company letterhead)

Yes No

4. Certification for Respirator Fit Test, annual physical including Pulmonary function test

Yes No

BIDDER'S PROPOSAL
B 2007-28

Company: Air Management Industries, Inc
 Total Bid: \$119,900.00

Bid for Duct Cleaning at City Hall and Police Department

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 Specifications and Contract Documents, prepared by City of Torrance for the lump sum, alternate costs, and Contractor's values set forth in the following schedules. Contract award will be based on total bid for both locations.

Item	Description	Prices written in words	Bid
1.	City Hall Basement	ten thousand four hundred	10,400.00
2.	City Hall - 1 st floor	eighteen thousand five hundred	18,500.00
3.	City Hall - 2 nd floor	na per addendum 2	na
4.	City Hall - 3 rd floor	twenty-two thousand	22,000.00
5.	Total Bid for all floors at City Hall	fifty thousand nine hundred	50,900.00
6.	Police Department Basement	twenty-two thousand	22,000.00
7.	Police Department 1 st floor	twenty-five thousand	25,000.00
8.	Police Department 2 nd floor	twenty-two thousand	22,000.00
9.	Total Bid for all floors at Police Department	sixty-nine thousand	69,000.00

STATE OF CALIFORNIA

BIDDER'S AFFIDAVIT

COUNTY OF LOS ANGELES

April Montoya being first duly sworn, deposes and says:

1. That he/she is the President of Air Management Industries Inc.
(Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for
Duct Cleaning at City Hall and Police Department;
(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 18 day of June, 2007.

April Montoya
(Bidder Signature)
President
(Title)

This document certifies that

Air Management Industries

Is a Regular Member in good standing for the year

July 1, 2007 – June 30, 2008

Member Since 6/1/1997



And has agreed to conduct its air duct cleaning business in accordance with the following mandatory Code of Ethics:

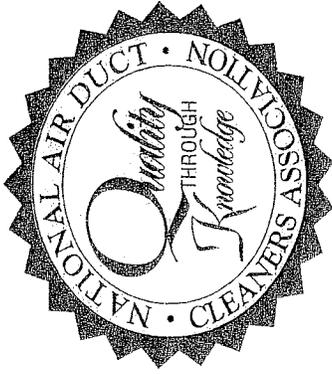
- 1) We will serve our customers with integrity and competence.
- 2) We will perform our work using Source Removal methods.
- 3) We will be honest and forthright in our advertising.
- 4) We will provide our clients with accurate inspections and evaluations of the cleanliness and physical condition of their HVAC systems, using this information to determine the type of cleaning and maintenance services required, if any.
- 5) We will provide only necessary and desired services to our clients, and will not use furnace/air duct cleaning as a means of selling unnecessary or unwanted products or services.
- 6) We will provide services only after completing the necessary bonding and licensing procedures.
- 7) We will utilize the services and products of those who possess specialized skills, tools, or trades not possessed by us when circumstances call for work to be done which we are unable to perform.
- 8) We will stay abreast of new developments in technology, tools of the trade, building codes, the Uniform Mechanical Code, and any other codes or information that directly affects our work.
- 9) We will require that all employees of our firm practice furnace/air duct cleaning in accordance with NADCA Guidelines and the Code of Ethics.
- 10) We will perform our services in accordance with the current published standards of the association.

Bill Lundquist

NADCA President

John M. [Signature]

NADCA Executive Director



National Air Duct Cleaners Association

Certifies

Robert Haro

with Air Management Industries

as a NADCA Air Systems Cleaning Specialist (ASCS) who demonstrated a comprehensive knowledge and thorough understanding of heating, ventilation, and air conditioning (HVAC) system cleaning by passing the NADCA certification examination. This certificate is valid until the expiration date shown below and is renewable.

7/1/2008

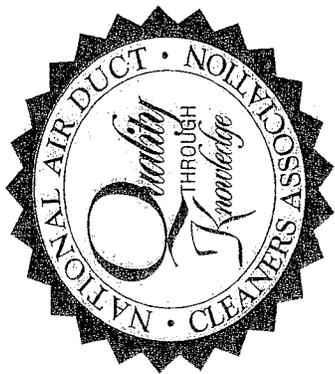
Expiration Date

03080538

Certification Number

NADCA

Certified Since: 3/8/2005



National Air Duct Cleaners Association

Certifies

Jesus Peter Gavaldon
with Air Management Industries

as a NADCA Air Systems Cleaning Specialist (ASCS) who demonstrated a comprehensive knowledge and thorough understanding of heating, ventilation, and air conditioning (HVAC) system cleaning by passing the NADCA certification examination. This certificate is valid until the expiration date shown below and is renewable.

7/1/2008

Expiration Date

02160702

Certification Number



Certified Since: 02/16/2007



July 16, 2007

City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503

Re: Bid No B2007-28

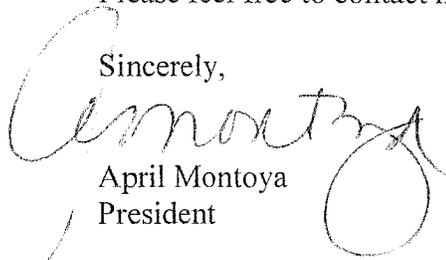
To Whom It May Concern:

This letter is to confirm that employees of Air Management Industries have been provided training as described in the Bid for Duct Cleaning at City Hall and Police Department:

- Confined Space Entry
- Asbestos Awareness
- First Aid
- Blood borne pathogens, mold mildew and bio-hazard awareness

Please feel free to contact me if you have any questions or require additional information.

Sincerely,



April Montoya
President

RESPIRATOR TRAINING AND FIT TESTING

NAME

Miguel Barajas

DATE

5/30/07

RESPIRATOR TYPE:

- SCBA
- SUPPLIED AIR
- HALF MASK AIR-PURIFYING
- FULL FACE AIR-PURIFYING
- POWERED AIR-PURIFYING
- OTHER

ISSUE: PERSONAL GROUP

MANUFACTURER <i>NORTH</i>	SIZE <i>M</i>	APPLICATION (POTENTIAL HAZARDOUS EXPOSURE) <i>ASBESTOS</i>
MODEL <i>7700</i>		CARTRIDGE TYPE (IF APPLICABLE) <i>HEPA</i>

LIMITATIONS:

- FACIAL HAIR
- CONTACT LENSES
- OTHER
- DENTURES
- GLASSES
- MEDICAL
- NONE

FITTING:

PASS FAIL

- POSITIVE PRESSURE TEST
- IRRITANT SMOKE TEST
- ISOAMYL ACETATE TEST
- SACCHARIN TEST
- OTHER:
- NEGATIVE PRESSURE TEST

INSTRUCTION AND TRAINING:

- NEED SELECTION AND USE
- LIMITATIONS
- INSPECTION AND MAINTENANCE
- PROPER DONNING AND FIT-TESTING TECHNIQUES
- CLEANING AND SANITIZING
- STORAGE

FIT TEST OPERATOR

NAME: *April Montoya*

SIGNATURE: *[Signature]*

FIT TEST DATE

5/30/07

NEXT FIT TEST DUE

5/30/08

CERTIFICATION OF ANNUAL TESTING

Company Name: Air management IndustriesEmployee: Miguel Barajas Test Date: 5/30/07Type of Test: Pulmonary function testingRespirator: North 7700
(make, model, style, size)

Note: This record must be retained for each employee until the next fit test is administered.

DOB: 1/1/32 Ht: 5'7" Ins Wt: 199 Lbs

Pulmonary Function Parameters

PFT's	Actual	Predicted	%Predicted
FVC	3.37	4.47	75%
FEV1	3.01	3.76	80%
MIF	-80	-	-
MEF	90	-	-
PEF	448	523	86%

Donna Cliper RCP
Respiratory Therapist Signature



July 16, 2007

City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503

Re: Bid No B2007-28

To Whom It May Concern:

This letter is to demonstrate the qualifications of Air Management Industries in regards to the scope of work outlined in the above referenced bid.

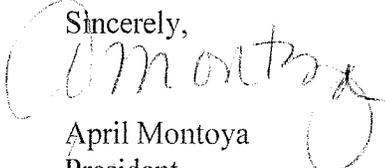
Air Management Industries has been in business for over 11 years providing our customers with quality **air duct cleaning** and **air balancing services**. AMI is a **Certified Small Business** by the California Office of Small Business, Certified 8(a) Contractor and **Certified Woman Owned Business**. Air Management Industries is signatory to Sheet Metal Workers Union #105.

Air Management Industries uses both cut and vacuum and negative air collection methods for air duct cleaning. As a member of NADCA, Air Management Industries adheres to NADCA standards ACR 2006 (Assessment, Cleaning & Restoration of HVAC Systems). Our project managers are certified by NADCA as Air Systems Cleaning Specialists (ASCS).

Air Management Industries is licensed with the State of California to perform all aspects of air duct cleaning, air balancing and repairs to ductwork, insulation and HVAC systems. Possession of a C20 Contractors License allows such work to be done without violation to the Contractor's State License Board's rules and regulations.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,



April Montoya
President

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2007-28

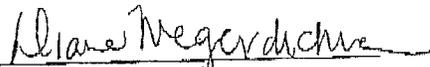
Bid for Duct Cleaning at City Hall and Police Department

ADDENDUM # 1

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

- The City of Torrance will hold a 2nd mandatory job walk for this project on Friday, June 29, 2007 at 10:00 a.m. Bidders, who attended the first job walk held on June 21, 2007, will not need to attend this job walk in order to bid this project. The bidders who attended the first job walk will be faxed any clarifications by addendum arising from questions from both job walks and subsequent correspondence.
- Due to the addition of the 2nd job walk, the RFI period has been extended to July 6, 2007 at 5:00 p.m.
- Due to the addition of the 2nd job walk, the bid due date has been changed to Thursday, July 19, 2007.

By Order Of


 Diane Megerdichian
 Business Manager

June 25, 2007

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


 Air Management Industries
 8351 Elm Ave #102
 Rancho Cucamonga CA 91730

Name of Company

Address

City State Zip Code

ADDENDUM #2

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2007-28

Bid for Duct Cleaning at City Hall and Police Department

ADDENDUM # 2

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

For clarification:

CITY HALL

2nd floor – will not be included in this bid, therefore contractor will not need to provide a price for the 2nd floor of City Hall.

Penthouse shaft risers need to be cleaned

Contractor should be careful as the coating in the air handler unit is very brittle

Remove and replace the existing acoustical ceiling tile as needed to gain access. If contractor damages ceiling tile, contractor will be responsible for replacing the damaged ceiling tile. (see below for type of ceiling tile).

Clean return air shaft from 2nd floor to penthouse (Include this with the 3rd floor bid)

POLICE DEPARTMENT

911 Communications is on the 2nd floor and sound sensitive, if asked by staff to shut down work to accommodate the 911 operators, you will need to shut down until notified to resume work

When working on air conditioner #3, serving the 911 system and the computer room, you will need to work in two hour intervals as the unit can not be shut down longer than 2 hours at a time (depending on weather, unit may be shut down for longer periods of time)

In certain areas in the Police Department, you will only be allowed to have one group of workers at a time in one area

BOTH BUILDINGS

All work to be done after hours and weekends

Do not use water base paint – Use odorless paint (hospital grade) only

Paint rust on rooftop equipment

Space above ceilings should all be vacuumed

Answers to the R.F.I. submitted by bidder:

Can a video inspection camera be used in place of a boroscope? (Ref: "Scope of Work", paragraph 3, pg. 6).

Answer - Any equipment i.e. digital cameras, 35 mm cameras with boroscope, and video cameras are acceptable. We need "still" before and after photos, clearly marked and identified as to the section of each duct and the exact location to be able to verify with the matching after pictures.

Are pictures required by BOTH digital camera AND boroscope or is it one or the other? (Ref: "Scope of Work", paragraph 3, pg. 6).

Answer - Either one is acceptable.

Is there a specific number of pictures or areas required or should the chosen company use their best judgment as to what set and amount of before and after pictures are comprehensive enough for presentation? (Ref: paragraph 3, pg. 6 under "Scope of Work").

Answer - Pictures shall be taken in a manner as to be able to show the condition of the duct, obviously it will depend on the quality of the photo. However, the distance photographed shall not exceed more than 20 feet of straight duct. We also will require a photo from front and back of every turning wanes, static dampers, 90 degree elbows etc.

If our company conducts quarterly in-house Safety Training, Confined Space Safety and HAZMAT and IIPP trainings, will the safety training sign off sheets and issued certifications, by our authorized Safety Manager suffice? If not, do all these trainings need to be certified and held by a third party consulting agency?

Answer - In-house training and related documents shall be sufficient proof. (this is a liability and insurance issue, legal office or safety officer may have other opinion.)

Can access doors be reused in cases where existing access panels already exist in ductwork? (Ref. Section B, pg. 6 under "Scope of Work", bullet points 2 and 3).

Answer - The existing access doors are flat sheet metal which will be warped and difficult to seal. We require all existing access doors to be replaced with new ones.

Does the term "prefabricated" in "prefabricated access doors" refer to 3rd party vendor manufactured access doors? If not, is the only pending point that they must be airtight regardless of how or by whom they are fabricated? (Ref: Section B, pg. 6 under "Scope of Work", bullet points 2 and 3)

Answer - The access doors must be shop fabricated heavy gage (minimum of 20 gage) metal with overlapping edges of 1 inch, they must make air tight seal.

In cases where ceiling tiles must be removed and replaced or are missing, are surplus tiles made available by the City of Torrance for potential cases of chipping, breaking or missing tile replacements? If not, does the City have exact matching specifications of these tiles for purchase and replacement by contractor if necessary? (Ref: Section D, pg. 7 under "Cleaning of Return Air Ceiling Plenums", bullet point 2)

Answer - Damaged or chipped ceiling tiles must be replaced by contractor. The City has used Long Beach Acoustics (562.424.2342) for ceiling repairs. PLEASE NOTE: However any Acoustics Company can be used as long as they are properly licensed, C-2 license is required. The following are the specifications for the ceiling tiles:

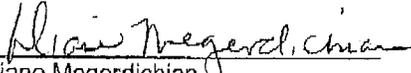
Armstrong Ceiling Tile:	Sanserra item # 571
Dimensions:	12"x12"x 3/4 "
Grid Face:	Concealed IN
Edge Profile:	Square K4C4
Color:	White

Does the City have provided specifications for the number of Silent Flex ducts present in the system? Does the City have provided specifications for the number of insulated ducts present in the system? The mechanical drawings do not appear to have notation or representation of neither insulated ductwork nor Silent Flex Ducts in the system. (Ref: Section C, Pg. 7 under "Cleaning of Flexible Air Ducts" bullet point 2).

Answer - The flex duct must be Casco Silent Flex model # SF181 4.2 R 6' long with male and female collar

The bid due date remains- Thursday, July 19, 2007.

By Order Of


Diane Megerdichian
Business Manager

July 12, 2007

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


Air Management Industries
8351 Elm Ave #102
Rancho Cucamonga CA 91730

Name of Company

Address

City State Zip Code

ADDENDUM #3

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2007-28

Bid for Duct Cleaning at City Hall and Police Department

ADDENDUM # 3

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

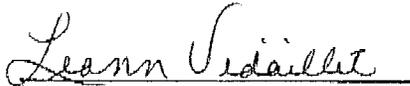
For clarification:

BOTH BUILDINGS

All flex ducts shall be replaced with same size Silent-Flex with metalized jacket CASCO model SF-181

The bid due date remains- Thursday, July 19, 2007.

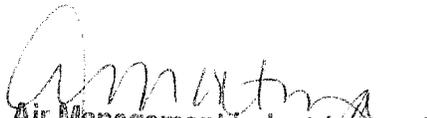
By Order Of



Leann Vidaillet
Acting Business Manager

July 16, 2007

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


Air Management Industries
8351 Elm Ave #102
Rancho Cucamonga CA 91730

Name of Company

Address

City State Zip Code