

Council Meeting  
September 25, 2007

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

**Members of the Council:**

**SUBJECT: Contract Amendment to Construction of Executive Hangars**

**Expenditure: \$ 9,035**

**RECOMMENDATION**

The General Services Director recommends City Council:

- 1) Authorize a contract amendment with Action Contractors for \$9,035 for additional paving associated with the Construction of two Executive Hangars (FEAP #375).
- 2) Appropriate \$9,035 from the Airport Enterprise Fund.

**FUNDING**

Funding is available from the Airport Enterprise Fund (\$9,035).

**BACKGROUND / ANALYSIS**

City Council awarded a contract on July 11, 2006 for \$357,756 and a 5 percent contingency (\$17,888) for construction of 2 executive hangars at the Torrance Airport. After approval of building shop drawings and building fabrication, on site work commenced in January 2007. Work progressed with one unforeseen change paid from project contingency (\$7,923) for foundation work. \$9,965 in contingency funds remain after that change.

Hanger construction work is now complete with the exception of additional paving to properly direct water runoff in the event of rain. The project designer has now provided direction on the additional paving work proposed. Failure to provide the additional paving will result in an excessive slope and possible water runoff into one of the new hangars during rain events.

An independent cost proposal for \$35,800 was originally received from a paving contractor to perform needed work. Action Contractors provided a cost proposal for \$19,000 after deduction of the portion of paving included in the original contract. The following table applies

Additional paving work	\$19,000
Contingency remaining	<u>\$9,965</u>
Additional funds required	\$9,035

The General Services Director recommends Council approve a contract amendment for \$9,035 for additional paving work. Funds are available from the Airport Enterprise 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: Contract Amendment

## SECOND AMENDMENT TO AGREEMENT C2006-134

This Amendment to Agreement ("Amendment") is made and entered into as of \_\_\_\_\_, 2007 ("Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Action Contractors, Inc., a California Corporation ("CONTRACTOR").

**RECITALS:**

- A. The CITY and CONTRACTOR entered into an Agreement as of July 11, 2006, whereby CONTRACTOR agreed to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared by BOA Architect for the Construction of Two Executive Hangars at the Torrance Municipal Airport.
- B. On April 3, 2007 the Agreement was amended to extend the term of the Agreement through December 31, 2007.
- C. CITY is satisfied with the work performed by CONTRACTOR.
- D. CITY and CONTRACTOR wish to increase the amount of the Agreement by an additional \$9,035.00.

**AGREEMENT:**

1. Paragraph 3.A. entitled "**COMPENSATION**" is amended to read in its entirety as follows:

**"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 \$366,791 ("Agreement Sum") unless otherwise first approved in writing by the CITY."

2. In all of her respects, the Agreement entered into as of July 11, 2006 between the CITY and CONTRACTOR and the amendment dated April 3, 2007 are ratified and reaffirmed and are in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

Action Contractors Inc.  
A California Corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By \_\_\_\_\_  
Walt Sprowl  
Project Manager

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

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

AMENDMENT TO AGREEMENT C2006-134

This Amendment to Agreement ("Amendment") is made and entered into as of April 3, 2007 ("Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Action Contractors, Inc., a California Corporation ("CONTRACTOR").

RECITALS:

- A. The CITY and CONTRACTOR entered into an Agreement as of July 11, 2006, whereby CONTRACTOR agreed to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared by BOA Architect for the Construction of Two Executive Hangars at the Torrance Municipal Airport.
- B. CITY is satisfied with the work performed by CONTRACTOR.
- C. CITY and CONTRACTOR wish to extend the term of the Agreement.

**AGREEMENT:**

1. Paragraph 2 entitled "TERM" is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2007."

2. In all other respects, the Agreement entered into as of July 11, 2006 between the CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,  
a Municipal Corporation

Action Contractors Inc.  
A California Corporation



Frank Scotto, Mayor

By:   
Walt Sprohm  
Project Manager

ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 

**COPY**

C2006-134

**PUBLIC WORKS AGREEMENT**

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of July 11, 2006, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Action Contractors Inc., a California Corporation.

**RECITALS:**

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared by BOA Architect for the Construction of Two Executive Hangars at the Torrance Municipal Airport.
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Construction of Two Executive Hangars, Notice Inviting Bids No. 2006-15 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

C2006-134

**AGREEMENT:**

**1. SERVICES TO BE PERFORMED BY CONTRACTOR**

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

**2. TERM**

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect until ~~March 31~~, 2007.

**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 \$357,756 ("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 by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
  - a. cease operations as directed by CITY in the notice;
  - b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
  - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in

connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other

causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

**6. RETENTION OF FUNDS**

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

**7. THE CITY'S REPRESENTATIVE**

Tom Kelly, Facility Services Building Inspector 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:

Dennis Moreau  
Walt Sprowl

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents will have control

over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

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

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

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

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other

records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

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

**17. INSURANCE**

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

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

- (a) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
  - (b) Primary Property Damage of at least \$250,000 per occurrence; or
  - (c) Combined single limits of \$1,000,000 per occurrence.
- (2) General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence.
  - (3) Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
  - C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
  - D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
  - E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
  - F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

#### **18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY,

the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

**19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**20. NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - (3) Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

CONTRACTOR: Action Contractors inc.  
17111 S. Broadway  
Gardena, CA 90248  
  
(310) 515-3806

CITY: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90509-2970  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

## 21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

## 22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written

understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement.

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this

Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

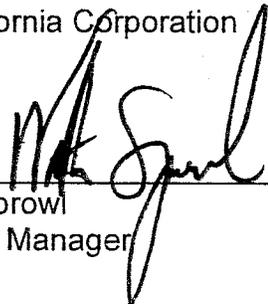
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

Action Contractors Inc.  
A California Corporation



Frank Scotto, Mayor

By:   
Walt Sprowl  
Project Manager

ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: 

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

BIDDER'S PROPOSAL  
B 2006-15

Company: Action Contractors, Inc.  
Base Bid: 357,756

### CONSTRUCTION OF TWO EXECUTIVE HANGARS

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

Members of the Council:

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 BOA Architecture for the lump sum, and Contractor's values set forth in the following schedules. The award of contract will be on the base bid.

Item	Description	Prices written in words	Total Bid
1.	Base Bid Lump Sum Cost	Three hundred forty Seven Thousand, Seven hundred forty Six	\$ 357,756

Assignment of Contractor's values:

Item	Description	Total Amount
Division 01	General Requirements:	\$ 50,600
Division 02	Site Work:	37,900
Division 03	Concrete:	50,000
Division 04	Masonry:	5,000
Division 05	Metals: Not Used	
Division 06	Wood and Plastics: Not Used	
Division 07	Thermal and Moisture Protection:	500
Division 08	Doors and Windows:	1,300
Division 09	Finishes:	48,723
Division 10	Specialties: Not Used	



STATE OF CALIFORNIA }  
COUNTY OF Los Angeles }

CONTRACTOR'S AFFIDAVIT

B 2006-15

WALTER SPRONL, being first duly sworn,  
deposes and says:

- 1. That he/she is the Project Manager  
Title  
of Action Contractors, Inc.  
Name of Partnership, Corporation, or Sole Proprietorship

hereinafter called "Contractor", who has submitted to the City of Torrance a proposal for the construction of:

**Two Executive Hangars**

- 2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
- 3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
- 5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
- 6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which 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;

CONTRACTOR'S AFFIDAVIT (CONTINUED)

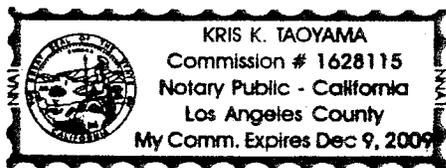
7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 9th day of MAY 2006.

Subscribed and Sworn to before me this 9th day of MAY, 2006.

x [Signature]  
(Contractor)  
Project Manager  
(Title)

[Signature]  
Notary Public in and for said County and State.  
(Seal)



LIST OF SUBCONTRACTORS

Page 1 of 2

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

Name Under Which Subcontractor is Licensed: Richard Gaunt

License Number: 321407

Address of Office, Mill or Shop: 2812 W. 232<sup>nd</sup> St., Torrance, CA 90505

Percentage of Total Contract 9%

Specific Description of Sub-Contract: Earthwork, excavation & grading

Name Under Which Subcontractor is Licensed: Hawthorne Paving Co.

License Number: 647402

Address of Office, Mill or Shop: 2424 W. 155<sup>th</sup> St. Gardena, CA 90249

Percentage of Total Contract 2%

Specific Description of Sub-Contract: Asphalt Paving Patch

Name Under Which Subcontractor is Licensed: Qualiti's Custom Concrete Co.

License Number: 783091

Address of Office, Mill or Shop: 2114 North Salinas Ave., Los Angeles CA 90059

Percentage of Total Contract 14%

Specific Description of Sub-Contract: Concrete & Masonry

Name Under Which Subcontractor is Licensed: F. J. Drywall

License Number: 792716

Address of Office, Mill or Shop: 22138 S. Vermont Ave., Santa C. Torrance,

Percentage of Total Contract 7% <sup>CA 90502</sup>

Specific Description of Sub-Contract: Metal studs + Drywall

Name Under Which Subcontractor is Licensed: Prism Designs + Services Inc.

License Number: 57050

Address of Office, Mill or Shop: 4883 E. La Palma, Unit #504

Percentage of Total Contract 6% <sup>Anaheim Hills, CA 92807</sup>

Specific Description of Sub-Contract: Epoxy Floor Coating

Name Under Which Subcontractor is Licensed: Calstate 1st Builders, Inc.

~~P.O. Box 1055, Cudahy, CA 9~~

License Number: 744017

Address of Office, Mill or Shop: P.O. Box 1055, Cudahy, CA 90201

Percentage of Total Contract 26%

Specific Description of Sub-Contract: Provide Metal Buildings

Name Under Which Subcontractor is Licensed: Prefab Builders, Inc.

License Number: 780523

Address of Office, Mill or Shop: P.O. Box 6339, Anaheim, CA 92816

Percentage of Total Contract 11%

Specific Description of Sub-Contract: Install Metal Building

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

Page 1 of 2  
REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three (3) years.)

1. Name (Firm/Agency): Palos Verdes Pen. Unified School Dist.  
 Address: 3801 Via La Selva, Palos Verdes Estates, CA 90274  
 Contact Person: Matt Covella Telephone No.: 310 378-9966 x300  
 Title of Project: District Wide Support Contract  
 Project Location: Various School Sites  
 Date of Completion 4/12/05 Contract Amount:\$ 295,232.00
  
2. Name (Firm/Agency): City of Torrance  
 Address: 3031 Torrance Blvd., Torrance, CA 90503  
 Contact Person: Tom Kelly Telephone No.: 310 781-7101  
 Title of Project: Finance Dept. Renovation  
 Project Location: 3031 Torrance Blvd., Torrance, CA 90503  
 Date of Completion 10/14/05 Contract Amount:\$ 676,380.00
  
3. Name (Firm/Agency): City of Torrance  
 Address: 3031 Torrance Blvd., Torrance, CA 90503  
 Contact Person: Tom Kelly Telephone No.: 310 781-7101  
 Title of Project: Joslyn Gallery Ext. Improvements  
 Project Location: 3320 Civic Center Dr., Torrance, CA 90503  
 Date of Completion 12/3/05 Contract Amount:\$ 345,440.00
  
4. Name (Firm/Agency): City of La Habra Heights  
 Address: 1245 No. Hacienda Road, La Habra Heights, CA 90631  
 Contact Person: Lara Klahejian Telephone No.: 562 694-6302  
 Title of Project: Horse Announcers Booth Project  
 Project Location: Announcers Booth at "The Park"  
 Date of Completion 1/30/06 Contract Amount:\$ 123,362.00

**REFERENCES**

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: 652535 Class: B, C10, C36

- a. Date first obtained: July 1987
- 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: \_\_\_\_\_

Type of entity (check one)

Incorporated     Partnership     Sole Proprietorship

If incorporated, in what state California

Federal Tax ID Number # 95-4118909

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Dennis Moreau</u>	<u>President</u>	_____
<u>Patricia Moreau</u>	<u>Vice Pres.</u>	_____
_____	_____	_____