

Council Meeting
February 5, 2005

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

Members of the Council:

SUBJECT: General Services - Award a contract for construction and approve a contract term extension for architectural services for the CIT Radio Shop renovation.
Expenditure: \$117,739.00

RECOMMENDATION

Recommendation of the General Services Director that City Council:

- 1) Award a contract with Envirocon Inc. for \$102,382 with a 5% contingency of \$5,119 for the CIT Radio Shop renovation (FEAP #493).
- 2) Authorize a 10% project management fee of \$10,238.
- 3) Approve a contract amendment with BOA Architecture (C2006-229) to extend the contract term from December 31, 2007 to December 31, 2008.

FUNDING Funding is available from FEAP 493- Fleet Services Mower Repair Shed/CIT Radio Shop Renovation- Fund 4015

BACKGROUND/ANALYSIS

Due to the increased demand for specialty electronic equipment on Fire Department trucks, Police, and City vehicles, the Radio Shop located at the City Yard needed to be expanded to address the increased work load and staffing levels. The relocation of the Fleet Services Mower Repair Shop was recommended to accommodate the expansion of the Radio Shop.

The Fleet Services Mower Repair Shop (Phase One) was completed in September 2007 for a construction cost of \$270,440. The scope of work for this project entailed construction of a prefabricated steel building with roll up doors, windows, interior and exterior electrical, concrete, asphalt, and foundation work.

The CIT Radio Shop Expansion (Phase Two) includes modifying the former mower repair shop area to provide an additional work bay and more office space, upgrading the lighting, adding HVAC, new ceiling, doors, and windows. Cost for the second phase of construction is \$117,739, including contingency and project management fees.

The General Services Department held a job walk on November 7, 2007 for prospective bidders. Staff opened the formal bids on Thursday, November 29, 2007 in the council chambers and received the following bids.

| | |
|--------------------------|------------|
| Pacific Haustek, Inc | \$ 94,400* |
| Envirocon Inc. | \$ 102,382 |
| Action Contractors, Inc. | \$ 128,298 |
| DCL Construction | \$ 142,000 |
| Three Pac Construction | \$ 156,000 |

* Pacific Haustek, Inc. withdrew their bid due to errors.

After reviewing Envirocon's proposal, their experience with similar projects, references, and licensing, the General Services Director recommends the City Council award a contract to Envirocon Inc. for \$102,382 with a 5% contingency for the City Yard Mower Repair Shed/CIT Radio Shop Expansion FEAP #493.

Staff is also asking Council to approve the contract amendment with BOA Architecture, the architect firm for this project to extend the contract term from December 31, 2007 to December 31, 2008. The original term should have been two years to accommodate work schedule performed in both phases of the project. The term extension will cover their participation in the construction phase of this project. No additional funding needed with the contract term extension.

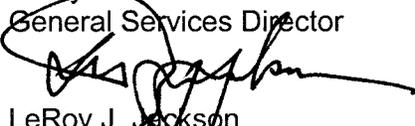
Respectfully submitted,

SHERYL BALLEW
General Services Director


By Diane Megerdichian
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

Attachment A: Envirocon Inc. Contract
Attachment B: BOA Architect Contract Amendment

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of February 5, 2008, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Envirocon 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 specifications prepared for the City of Torrance by BOA Architecture for the CIT Radio Shop Renovation;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the CIT Radio Shop Renovation, Notice Inviting Bids No. **2007-39** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from 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 \$ 102,382, 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, Project Coordinator, 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:

H. A. LiBrandi
Claudiu Stanga

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: Envirocon Inc.
5490 Lakeshore Drive
Cypress, CA 90630

FAX 714-827-6290

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

Envirocon Inc.
A California Corporation

Frank Scotto, Mayor

By: _____
H. A. LiBrandi
Corporate Secretary

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

BIDDER'S PROPOSAL
B 2007-39

Company: Envirocon Inc.
 Base Bid: CIT RADIO SHOP
RENOVATION

CIT RADIO SHOP RENOVATION

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 bid as set forth in the following schedules.

| Item | Description | Prices written in words | Total Bid |
|------|--|--|------------------------|
| 1. | Base Bid per bid B2007-39 in it's entirety | One hundred two thousand three hundred eighty two dollars. | 102,382. ⁰⁰ |

Assignment of Contractor's values:

| Item | Description | Total Amount |
|-------------|----------------------------------|-----------------------|
| Division 01 | General Requirements: | 10,500. ⁰⁰ |
| Division 02 | Site Work: | 3,500. ⁰⁰ |
| Division 03 | Concrete: Not Used | |
| Division 04 | Masonry: Not Used | |
| Division 05 | Metals: | 5,882. ⁰⁰ |
| Division 06 | Wood and Plastics: | |
| Division 07 | Thermal and Moisture Protection: | 3,500. ⁰⁰ |
| Division 08 | Doors and Windows: | 10,000. ⁰⁰ |
| Division 09 | Finishes: | 11,500. ⁰⁰ |
| Division 10 | Specialties: STORE FRONT | 7,500. ⁰⁰ |
| Division 11 | Equipment: Not Used | |
| Division 12 | Furnishings: Not Used | |

| | | |
|--------------|---|------------------------|
| Division 13 | Special Construction: Not Used | |
| Division 14 | Conveying Systems: Not Used | |
| Division 15 | Mechanical: | |
| Division 16 | Electrical: | 24,000. ⁰⁰ |
| | | 26,000. ⁰⁰ |
| TOTAL | ALL ITEMS INCLUDED IN LUMP SUM BID | 102,382. ⁰⁰ |

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above prices include all work appurtenant to the various items as outlined in the specifications and all work or expense required for the satisfactory completion of said item.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Envirocon Inc. _____ Harry A. LiBrandi _____ V.P.
 Contractor Name _____ Signer's Name and Title
 Date: 12/29/2007 _____ License No. & Classification 608700 A, B, C21, HAZ, ASB.
 Address: 5940 LAkeshore Dr. Cypress, CA 90630 _____

STATE OF CALIFORNIA }
COUNTY OF Orange }

CONTRACTOR'S AFFIDAVIT

B 2007-39

CIT RADIO SHOP RENOVATION

Harry A. LiBrandi
deposes and says: _____, being first duly sworn,

1. That he/she is the Vice President
Title

of Envirocon 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:

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 29 day of November, 2007.

Subscribed and Sworn to before me this 29TH day of November, 2007.

A E Mechikoff
Notary Public in and for said
County and State.
(Seal)

Envirocon, Inc.
(Contractor)
[Signature]
(Title)



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: ARAGON CONSTRUCTION

License Number: 799386

Address of Office, Mill or Shop: 2343 ORANGE DR. UPLAND CA 91784

Percentage of Total Contract \$4,000.⁰⁰

Specific Description of Sub-Contract: STORE FRONT

Name Under Which Subcontractor is Licensed: WEST COAST ELECTRIC

License Number: 389647

Address of Office, Mill or Shop: 11632 PASEO BONITA, LOS ALAMITOS, CA 90720

Percentage of Total Contract 15,800.⁰⁰

Specific Description of Sub-Contract: ELECTRIC

Name Under Which Subcontractor is Licensed: JOHN HEINL PLUMBING INC.

License Number: 410582

Address of Office, Mill or Shop: P.O. Box 931 LA HABRA CA 90633

Percentage of Total Contract 7,550.⁰⁰

Specific Description of Sub-Contract: PLUMBING

Name Under Which Subcontractor is Licensed: MC DOW HEATING & AIR
CONDITIONING

License Number: 758 592

Address of Office, Mill or Shop: 20626 SUSAN RUTH STREET
STAGUS, CA 91350

Percentage of Total Contract \$ 16,000.⁰⁰

Specific Description of Sub-Contract: HVAC

Name Under Which Subcontractor is Licensed: DRI COMMERCIAL

License Number: 818623

Address of Office, Mill or Shop: 7340 GREEN BUSH AVE NORTH HOLLYWOOD
CA 91605

Percentage of Total Contract \$3,500.⁰⁰

Specific Description of Sub-Contract: ROOFING

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Percentage of Total Contract _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Percentage of Total Contract _____

Specific Description of Sub-Contract: _____

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

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): L.A.U.S.D *
 Address: 5115 SOUTHERN AVE. SOUTH GATE, CA 90280
 Contact Person: ERIC BRYANT Telephone No.: 323 566 1095
 Title of Project: WINDOW REPLACEMENT
 Project Location: SOUTH GATE HIGH & STATE STR. ELEM.
 Date of Completion 04/15/07 Contract Amount: \$ 859,000.00
2. Name (Firm/Agency): T.U.S.D
 Address: 2335 PLAZA DEL AMO. TORRANCE, CA 90509
 Contact Person: BOB DELANTE Telephone No.: 310 678 3767
 Title of Project: REMOVE & REPLACE WINDOWS
 Project Location: CARR ELEM. SCHOOL
 Date of Completion 07/15/07 Contract Amount: \$ 53,000.00
3. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____
4. Name (Firm/Agency): _____
 Address: _____
 Contact Person: _____ Telephone No.: _____
 Title of Project: _____
 Project Location: _____
 Date of Completion _____ Contract Amount: \$ _____

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 |
|---|----------------|----------------|
| REMOVE & REPLACE \$53,000.00 WINDOWS | T. U. S. D | 07/15/07 |
| WINDOW REPLACEMENT \$859,000.00 | L. A. U. S. D | 04/15/07 |
| LUNCH SHELTER \$185,130.00 | L. A. U. S. D. | 04/18/06 |

Contractor's License No.: 608700 Class: A, B, C21, ASB, HAZ.

- a. Date first obtained: 12/90
- 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 # 33-0441673

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

| <u>NAME</u> | <u>TITLE</u> | <u>LICENSE NO.</u> <u>(If Applicable)</u> |
|--------------------------|-----------------------|--|
| <u>Dave Adams</u> | <u>President</u> | _____ |
| <u>Harry A. LiBrandi</u> | <u>Vice President</u> | _____ |
| _____ | _____ | _____ |

ADDENDUM #1

CITY OF TORRANCE
20500 MDRONA AVE.
Torrance, CA 90505

**Bid for CIT Radio Shop Renovation
B2007-39**

ADDENDUM # 1

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

- 1) CLARIFY: Metal shelving present during the Job Walk will be disposed of by the Owner
- 2) CLARIFY: The (2) existing air line valves on the east wall are to be capped.
- 3) CLARFY: No fire sprinkler modifications or additions are included in this project.
- 4) CLARIFY: Sheet A3 – New wall on the 2nd floor (keynote #21) will be built adjacent to the existing curb (keynote #30).
- 5) ADD: Sheet A2 – Existing chain link/mesh gate and enclosure under the existing stairway will be included in the demolition.
- 6) ADD: Sheet A3 – New storage room walls @ 1st floor will extend north of existing column under the existing stairway.
- 7) ADD: Sheet E0.2 – (E) Main Distribution Board "MSA" and (E) Distribution Switchboard "DSA" are located in the Electrical Room inside the Employee's Lounge at the west end of the facility approximately 120' from the project site.
- 8) CORRECTION: Sheet E0.2 – (E) Main Distribution Board "MSA" is labeled "MDS" on site.

By Order Of

Thomas J. Kelly
 Thomas J. Kelly
 Project Coordinator

November 19, 2007

Please acknowledge receipt of this addendum and return same with your bid proposal.

I hereby acknowledge receipt of this addendum.

Envision Inc
 Name of Company
5940 LAKESHORE DR
 Address
Cypress, CA 90630
 City State Zip Code

ADDENDUM #2

**CITY OF TORRANCE
20500 MDRONA AVE.
Torrance, CA 90505**

**Bid for CIT Radio Shop Renovation
B2007-39**

ADDENDUM # 2

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

- 1) CLARIFY: Sheet E1.1 – Key note #1 refers to fluorescent lighting in the designated areas.
- 2) ADD: Existing controls for the (2) motorized roll-up doors shall be relocated to (1) control on either side of the new 1st floor wall along line 21, Sheet A3.

By Order Of

Thomas J. Kelly
Thomas J. Kelly
Project Coordinator

November 20, 2007

Please acknowledge receipt of this addendum and return same with your bid proposal.

I hereby acknowledge receipt of this addendum.

Envirocon Inc.
 Name of Company
5940 Lakeshore Dr
 Address
Cypress CA 90630
 City/ State Zip Code

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of January 1, 2008 by and between the CITY OF TORRANCE, a municipal corporation ("CITY") and Black O'Dowd & Associates, d.b.a. BOA Architecture, a California Corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONSULTANT entered into an Agreement on December 12, 2006, whereby CONSULTANT agreed to provide architectural design services for renovation of existing mower repair shop into space for the Communication and Information Technology Department radio shop.
- B. The original Agreement was for a one-year term, effective December 12, 2006 through December 31, 2007.
- C. The CITY is satisfied with the level of service provided by CONSULTANT and wishes extend the contract for one year.

AGREEMENT:

- 1. Paragraph 2 "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 until December 31, 2008."
- 2. In all other respects, the Agreement dated December 12, 2006, between CITY and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal corporation

Black O'Dowd & Associates
Dba BOA Architecture
a California Corporation

Frank Scotto, Mayor

By: _____
Anthony J. Wu
Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____