

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

Members of the Council:

SUBJECT: General Services and Fire Chief- Award a contract with Cedars Engineering and AP Construction, extend a contract term with BOA Architecture and appropriate funding. Expenditure: \$810,411.17

RECOMMENDATION

Recommendation of the General Services Director and the Fire Chief that City Council:

- 1) Award a contract with Cedars Engineering for \$658,000 with a 5% contingency of \$32,900 and \$5,000 in engineering services for the Fire Station #3 Renovation (FEAP002).
- 2) Award a contract with AP Construction for \$34,486.17 with a 5% contingency of \$1,725 for the purchase and installation of a 2 unit shower and restroom trailer.
- 3) Approve a 10% project management fee of \$65,800 and \$ 7,500 for communications and \$5,000 for leasing of sleeping quarters.
- 4) Approve a contract amendment with BOA Architecture (C2006-178), to extend the contract term to March 31, 2009.
- 5) Appropriate \$227,701 from FEAP-302-Fire Station #4 Renovation.

FUNDING

Funding of \$572,710.17 is available from FEAP 002- Fire Station #3 Renovation and \$ 10,000 from FEAP 054- Fire Station #3 Roof Replacement. An appropriation of \$227,701 is needed from FEAP 302- Fire Station #4

BACKGROUND

To accommodate female firefighters and satisfy Title 8, Sections 3364 and 3366 of the California Code of Regulations, City Fire Stations are being converted from communal sleeping quarters to individual sleeping areas including modification to restrooms and laundry facilities. The renovation will include a 1,057 square foot building expansion to adapt these changes.

Staff formally bid the project and received eleven (11) bids.

Cedars Engineering	\$ 658,000
Abeam Construction	\$ 687,570
S.H.E. Engineering...	\$ 699,000
Action Contractors	\$ 723,800
CTAC, Inc.	\$ 741,079
AP Construction	\$ 763,064.72
Horizons Construction	\$ 856,100
SBS Corporation	\$ 916,615.04
Tek-Up Construction	\$ 993,000
States Link Construction	\$ 1,101,329

ANALYSIS

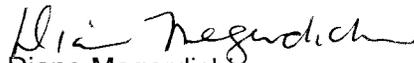
Additional project expenditures above the base bid, project management fee, contingency and engineering services include communication support provided by the C.I.T. Department (\$7,500), leasing of temporary sleeping quarters (\$5,000), and the purchase and installation of a shower/restroom trailer (\$36,212). The shower/restroom trailer purchase price is similar to rental costs for an identical unit. By purchasing the trailer the City will be able to re-use the trailer in the future as needed. Total project costs excluding the design and abatement management services are outlined below.

Construction (base bid)	\$ 658,000
Project Management Fee	\$ 65,800
5% contingency	\$ 32,900
Engineering Services	\$ 5,000
Communications	\$ 7,500
Sleeping quarters	\$ 5,000
Restroom/Shower Trailer	\$ 36,212
Total	\$ 810,412
(Less available funds)	<u>(\$ 582,711)</u>
Appropriation	\$ 227,701

Staff reviewed Cedars Engineering's bid proposal, their licensing, references and familiarity with projects of the same scope and size. Therefore, the General Services Director and the Fire Chief recommend the City Council award a contract to Cedars Engineering of Torrance for \$658,000 with a 5% contingency and a contract with AP Construction of Torrance for \$34,486.17 with 5% contingency and extend the contract term for BOA Architecture to cover the construction administration portion of the project and appropriate \$227,701 from FEAP302-Fire Station #4 Renovation.

Respectfully submitted,

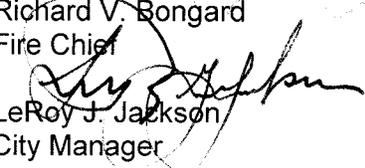
SHERYL BALLEW
General Services Director


By Diane Megerdichian
Business Manager

CONCUR:


Sheryl Ballew
General Services Director


Richard V. Bongard
Fire Chief


LeRoy J. Jackson
City Manager

Attachment A: Cedars Engineering Contract
Attachment B: AP Construction Contract
Attachment C: BOA Architecture Contract Amendment (C2006-178)

PUBLIC WORKS AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of May 13, 2008, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Cedars Engineering Construction 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 Fire Station #3 Renovation;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the Fire Station #3 Renovation, Notice Inviting Bids No. **2008-06** (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 \$ 658,000, 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:

Tony Rizk

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: Cedars Engineering Construction
 Inc.
 1255 B Satori Avenue
 Torrance, CA 90501

Fax Number 310-320-6717

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

Cedars Engineering Construction Inc.
A California Corporation

Frank Scotto, Mayor

By: _____
Tony Rizk, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL
B 2008-06

Company: Cedars Engineering Construction Inc.
 Base Bid \$ 658,000.⁰⁰

FIRE STATION #3 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 B2008- in its entirety	six hundred, eighty eight thousands, no/100	658,000. ⁰⁰
2.	Bid Alternate #1 Portable Restroom/ Shower Trailer - Purchase	one hundred, twenty thousands, no/100	\$120,000. ⁰⁰
2.	Bid Alternate #2 Portable Restroom/ Shower Trailer -Rental	seventy thousands, no/100	\$70,000. ⁰⁰

Assignment of Contractor's values:

Item	Description	Total Amount
Division 01	General Requirements:	100,000. ⁰⁰
Division 02	Site Work:	200,000. ⁰⁰
Division 03	Concrete:	80,000. ⁰⁰
Division 04	Masonry:	15,000. ⁰⁰
Division 05	Metals:	3,000. ⁰⁰
Division 06	Wood and Plastics:	20,000. ⁰⁰
Division 07	Thermal and Moisture Protection:	50,000. ⁰⁰
Division 08	Doors and Windows:	15,000. ⁰⁰
Division 09	Finishes:	30,000. ⁰⁰

STATE OF CALIFORNIA }

CONTRACTOR'S AFFIDAVIT

COUNTY OF Los Angeles

B 2008-06

FIRE STATION #3 RENOVATION

Tony Rizk, being first duly sworn,
deposes and says:

1. That he/she is the President
Title

of Cedars Engineering Construction 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 20th day of March, 2008.

Subscribed and Sworn to
before me this 20th day
of March, 2008 by Tony Rizk

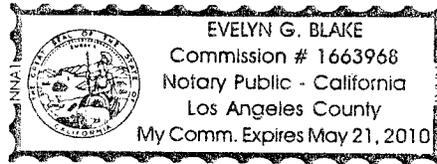
Tony Rizk
(Contractor)
President
(Title)

Evelyn G. Blake

Notary Public in and for said
County and State.

(Seal)

and proved to me on the basis of
satisfactory evidence to be the
person who appeared before me.



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: Freshair

License Number: 718829.

Address of Office, Mill or Shop: 1514 S. Eastern Ave, Commerce, CA 90040

Percentage of Total Contract 1%.

Specific Description of Sub-Contract: Asbestos Abatement

Name Under Which Subcontractor is Licensed: E R S Alarm Systems

License Number: 705904.

Address of Office, Mill or Shop: 4539 Santa Anita Ave, El Monte, CA

Percentage of Total Contract 2%.

Specific Description of Sub-Contract: Fire Alarm System

Name Under Which Subcontractor is Licensed: D Reeves Inc.

License Number: 622114.

Address of Office, Mill or Shop: 1350 Palomares Ave, La Verne, CA

Percentage of Total Contract 5%.

Specific Description of Sub-Contract: Case Work

Name Under Which Subcontractor is Licensed: SouthCoast Acoustical

License Number: 738787

Address of Office, Mill or Shop: 9155 Archibald Ave, Rancho Dominguez, CA

Percentage of Total Contract 1%

Specific Description of Sub-Contract: Acoustical Tiles

Name Under Which Subcontractor is Licensed: Hobbs Plumbing

License Number: 743859

Address of Office, Mill or Shop: _____

Percentage of Total Contract 3%

Specific Description of Sub-Contract: Plumbing

Name Under Which Subcontractor is Licensed: A-1 All American

License Number: 102945

Address of Office, Mill or Shop: 22029 S. Figueroa, Carson, CA

Percentage of Total Contract 5%

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: _____

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): Orange County Sheriff Dept
 Address: 431 The City Dr, Orange, CA
 Contact Person: Arthur McClure Telephone No.: 714-935-6661
 Title of Project: Katella Shooting Range
 Project Location: 1900 Katella Ave, Orange, CA
 Date of Completion 2/28/08 Contract Amount: \$ 679,000
2. Name (Firm/Agency): City Monterey Park
 Address: 320 W Newmark, Monterey Park, CA
 Contact Person: Elias Saykali Telephone No.: 626-307-1330
 Title of Project: Cascade Falls Upgrade
 Project Location: 701 S Atlantic Ave
 Date of Completion 6/2005 Contract Amount: \$ 270,000
3. Name (Firm/Agency): City Alhambra
 Address: _____
 Contact Person: Ali Caglar Telephone No.: 714-885-8677
 Title of Project: Granada Gym Upgrade
 Project Location: 2000 Hellman Ave, Alhambra, CA
 Date of Completion 2/2007 Contract Amount: \$ 639,000
4. Name (Firm/Agency): City of Menlo Park
 Address: 501 S Ivy St, Menlo Park, CA
 Contact Person: Jed Rizk Telephone No.: 626-932-5573
 Title of Project: Shamrock Park Upgrade
 Project Location: 601 Shamrock Blvd, Menlo Park, CA
 Date of Completion 10/2006 Contract Amount: \$ 155,000

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]:

see attached

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: 827991 Class: A, B

- a. Date first obtained: 12/2003
- 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 # 33-1045064

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Tony Rizk</u>	<u>President</u>	<u>827991</u>
<u>Tony Rizk</u>	<u>Treasurer</u>	<u>827991</u>
<u>Tony Rizk</u>	<u>Secretary</u>	<u>827991</u>

BIDDER REFERENCES

Reference #1

Public Agency: City Monterey
 Phone No.: (626) 932-5573
 Address: Monterey, CA, 91016
415 S Ivy Dr.
 Name of Contact: John Rizk
 Scope of Work and \$ Amount: Park Imp. \$155K

Reference #2

Public Agency: City Monterey Park
 Phone No.: (626) 307-1330
 Address: 220 W. Main St. Ave,
Monterey Park, CA
 Name of Contact: Elvis Saykali
 Scope of Work and \$ Amount: landslide repair \$1,300K

Reference #3

Public Agency: City Alhambra
 Phone No.: (714) 883-8677
 Address: 100 1st St.
Alhambra, CA
 Name of Contact: Ali Cayir
 Scope of Work and \$ Amount: Gym Upgrade \$639K

Reference #4

Public Agency: Lankman Dev Center
 Phone No.: (909) 444-7229
 Address: 2530 W. Pomona Blvd
Pomona, CA
 Name of Contact: Arthur Parks
 Scope of Work and \$ Amount: Concrete, fence \$196K

Reference #5

Public Agency: City Lynwood
 Phone No.: (310) 603-0220
 Address: 11330 Bullis Rd
Lynwood, CA 90262
 Name of Contact: Paul Nguyen
 Scope of Work and \$ Amount: Park Imp \$593K

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-06

Bid for Fire Station #3 Renovation

ADDENDUM # 1

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

CHANGE: The bid alternate on the original bid proposal form has been changed. The entire roof of the Fire Station #3 is to be included in the base bid and is no longer a bid alternate. The specifications attached will supersede the roofing specifications in the project manual. The Roofing Contractor must be GAF Certified. Attached -GAF Modified Bituminous Roofing Specifications (12 pages).

ADD: Bid Alternate #1- Purchase of a 2 unit restroom/shower trailer (preferred). Bid Alternate #2 -Rental (based on a six month period) of a 2 unit restroom/shower trailer.

Trailer shall include in each unit (x 2 total):

- Sink
- Toilet
- Shower
- Towel bars
- Toilet paper holder
- Paper towel dispenser
- Soap dispenser

Trailer shall have:

1. electric (220v) hot water heater
2. lockable doors
3. suitable for direct connection to sewer
4. stair(s) for entry

Contractor shall make electrical, water and sewer connections to trailer on site.
Contractor shall disconnect water, electrical, and sewer connections when project is complete.
The purchased trailer will remain property of the City of Torrance after completion of the project

The forms with the revised bid alternates are included with this addendum. Please use the attached revised bid proposal forms (2 pages) to submit your bid. All other required bid forms in the bid packet (i.e. affidavit, bid bond, references, etc.) still need to be submitted to be considered as complete bid.

In terms of the award of the contract using the base bid and the bid alternate; the base bid will be the starting point in determining the award of contract. Other criteria as stated in the standards for evaluation of bid will also factor into the contract award.

By Order Of

Diane Megerdichian

Diane Megerdichian
Business Manager

February 27, 2008

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Cedars Engineering Construction Inc.
Name of Company

1255 B Sartori Ave
Address

Torrance CA 90501
City State Zip Code

ADDENDUM #2

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2008-06

Bid for Fire Station #3 Renovation

ADDENDUM # 2

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID: **Total Number of Pages for Addendum #2: 15 pages includes addendum sheets.**

No Change: Bid Opening Date remains: **Thursday, March 20, 2008 by 2:00 PM** in the City Clerk' Office.

Clarify:

- 1) Planters:
 - a. Will we be modifying plant and irrigation in only those planters listed as new planters, or will all planters require modifications? **New Planters.**
 - b. We were unable to find details for the planters. Are the new planters to be raised or ground level? How many inches deep will they be? **Planter along East wall will be at ground level, planter at south wall will be raised; see attached detail (1 pg).**
- 2) Irrigation:
 - a. What is the size of the existing mainline (i.e. 1", 3/4", etc.)? **1 inch**
 - b. What model clock is currently being used? How many stations are still open that the new valves can be aligned with? **Do not know what clock is used; replace existing controller with Rain Bird Model #RC-4C.**

Add: Attached Fire Alarm System Specifications Section 16721 (11 pages); does not replace 16721-Paging System.

Revise Abatement Section 02080, Part 1, Section 1.2, A to read as follows:

A. Removal and disposal of all asbestos containing flooring and mastic, spray on acoustic ceiling, roofing mastics, lead containing ceramic tile, and associated items identified in this document and/or during the course of the project. See Revised Results Summary – Asbestos and Lead (1 pg. attached)

Add Abatement Section 02080, Part 3, Section 3.3 as follows:

3.3 ASBESTOS CONTAINING ROOF MASTICS

ROOFING MASTICS

Min. Resp. Protection: 1/2 face. Organic filters as necessary. Provide personal monitoring and otherwise comply with CAL/OSHA requirements during removal.

Preparation:

- A. Remove or loosen all objects sufficient to access and remove all asbestos materials. Coordinate protection of live equipment with Owner.
- B. Do not perform removal in adverse (rainy or windy) conditions. Monitor weather forecasts prior to work start. Advise Owner of inclement conditions.

- C. Cover all stationary objects and surfaces not intended for removal or stripping of asbestos containing roofing mastics. Cover and render air-tight all air passageways, such as doors, windows, skylights, air circulating units, vents and registers in the work area, with plastic sheeting.
- D. Confine all debris associated with roofing removal activities and prevent dispersal into the facility structure.
- E. Utilize plastic sheeting catch devices secured at the structure foundation to contain incidental falling roofing debris if required.

Removal and Handling:

- F. The wetting solution shall be applied with airless spray or low pressure spray equipment to avoid displacement and dispersal of asbestos fibers. When cleaning roof surface do not use tools or device which would cause debris to become airborne i.e., brooms, blowers, high pressure rinse, etc. Adequately wet with amended water the area(s) to be worked prior to the initiation of the removal process. Amended water will be used continually throughout the work period to ensure that any asbestos-containing material exposed by manual force of saw cutting, is wet and remains wet until final disposal.
- G. All efforts shall be made to manually loosen and remove the roofing material limiting breaking and chipping.
- H. Roofing material may be cut into smaller, manageable sizes depending upon mode of transport and method of disposal.
- I. A penetrating encapsulant shall be used at all times during the cutting process to prevent asbestos fiber release.
- J. Encapsulate all broken corners and edges of Class 1 nonfriable asbestos-containing roofing materials. Place in bags. Double bag or place single bags in lined container. Label as non-friable asbestos.
- K. All non-friable roofing materials will be carried to the edge of the roof where off loading and transport will take place by means of a chute or hoist.
- L. Carefully lower asbestos-containing material that has been removed in unit(s) or section(s) to the ground or a lower floor without dropping, throwing, sliding, or otherwise damaging the asbestos-containing material.
- M. Roofing material must be immediately sealed into a leak tight container, covered drop box or plastic wrapping, 6 mil. thickness recommended.
- N. Immediately following removal of roofing materials from deck, apply amended water to entire exposed surface.
- O. Remaining wetted asbestos-containing waste materials, including plastic or wooded barriers, shall be placed in leak-tight containers or sealed plastic bags, 6 mil. thickness recommended.
- P. Maintain on-site storage of encapsulated materials or leak-tight containers within an enclosed storage area prior to transportation. Leak-tight containers and encapsulated material shall not be accessible to the general public and shall be locked when not in use.
- Q. All asbestos-containing waste material shall be placed in leak-tight containers that will not allow said material to escape while moving containers from work areas to disposal container to transport vehicle.

Comments: Remove all dimensional material (material capable of being lifted with a small pocket knife).

By Order Of

Diane Megerdichian

Diane Megerdichian
Business Manager

March 14, 2008

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

Cedars Engineering Construction Inc.
Name of Company

1255 B Sartori Ave
Address

Torrance, CA 90501
City State Zip Code

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of May 13, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and AP Construction and Development, a California Corporation ("CONTRACTOR").

RECITALS:

- A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to provide all labor, materials, tools, equipment and incidentals to complete the purchase and installation of a 2 unit shower and restroom trailer for the Fire Station #3 Renovation per the specifications provided by the City of Torrance .
- B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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, 2008.

3. COMPENSATION

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, 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 \$34,486.17 ("Agreement Sum"), unless otherwise first approved in writing by 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 the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the 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 control, 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 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 CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which 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, 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 CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Tom Kelly is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by 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:

Pete Ocampo
Jennifer Wiley

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither 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 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 CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the term 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 CITY, except those losses or damages as may be caused by 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 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 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 CITY OFFICERS AND EMPLOYEES

No officer or employee of 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 \$500,000 per person, \$500,000 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/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least \$1,000,000.

- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
- D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of 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 CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds 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 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.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR AP Construction & Development
3555 Voyager Street, Suite B
Torrance, CA 90503

Fax: 310-793-2312

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 CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of 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

AP Construction and Development
a California Corporation

Frank Scotto, Mayor

By: _____
Pete Ocampo
President

ATTEST:

Sue Herbers
City Clerk

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

By: _____

Attachments: Exhibit A Scope of Services
 Exhibit B Compensation Schedule

Revised: 1/30/01

EXHIBIT A
SCOPE OF SERVICES
[To be attached]

City of Torrance
General Bid Specifications for
Fire Station #3- Restroom/Shower Trailer

Scope of Work: Provide all labor, materials, tools, equipment and incidentals to complete the purchase and installation of a 2 unit shower/restroom trailer for Fire Station #3. The trailer will be located right behind the station next to the hose tower.

Trailer shall include in each unit (x 2 total):

- Sink
- Toilet
- Shower
- Towel bars
- Toilet paper holder
- Paper towel dispenser
- Soap dispenser

Trailer shall have:

1. electric (220v) hot water heater
2. lockable doors
3. suitable for direct connection to sewer
4. stair(s) for entry

Contractor shall make electrical, water and sewer connections to trailer on site.

Contractor shall disconnect water, electrical, and sewer connections when project is complete.

The purchased trailer will remain property of the City of Torrance after completion of the project

Job Timeline: Actual on site work will be 3 calendar days.

The bid proposal must include the following on company letterhead:

1. Total cost of project.
2. Any exclusion to the bid.
3. Lead time for materials.
4. List of subcontractors (if applicable), including Name, address, phone number and contractors' license number.

Bids are due by 5:00 PM on Friday, April 25, 2008

You may fax the bid proposal to 310-781-7199.

Followed by a hard copy by mail to:

General Services Department
3350 Civic Center Drive
Torrance, CA 90503
Attn: Diane Megerdichian

If you have further technical questions, contact Tom Kelly at 310-953-1355

If you have further bidding questions, contact Diane Megerdichian at 310-781-7151

Page 1 of 2

Before the start of the job, contractor must provide the City a written schedule of work.

- Contractor must apply and acquire a non-fee permit for each job.
- Contractor must have a Torrance Business License, please call (310) 618-5923 to apply for a license.
- Contractor will need to provide proof of insurance and workers compensation prior to work being performed.
- Safety is of the most concern; all personnel performing the job must be wearing the proper job related safety wear, keep the work area clean and safe at all times.
- All Communications shall be strictly through City of Torrance General Services representative.

EXHIBIT B
COMPENSATION SCHEDULE
[To be attached]

EXHIBIT B
Compensation Schedule

Upon completion and acceptance by the City of Torrance, the contractor will be paid \$34,486.17.*

*** AP Construction will provide 8' x 20' combo unit out building (see attached drawing). The unit will be new, they will provide the skirting, seismic hold downs, stairs, and all other items requested per the specifications.**

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of May 13, 2008 by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and BOA Architecture, a California Corporation ("CONSULTANT").

RECITALS:

- A. CITY and CONSULTANT entered into an Agreement on September 12, 2006, whereby CONSULTANT agreed to provide architectural design services for the renovation of Fire Station #3 per the Proposal dated July 26, 2006.
- B. The original Agreement was for a fifteen-month term.
- C. CITY is satisfied with the level of service provided by the CONSULTANT.
- D. Both parties wish to amend the agreement 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 March 31, 2009."

- 2. The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT 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 CONSULTANT is bound.

3. In all other respects, the Agreement dated September 12, 2006 between CITY OF TORRANCE and CONSULTANT is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal Corporation

BOA Architecture
a California Corporation

Frank Scotto, Mayor

By: _____
Anthony Wu
Executive Vice President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____