

Council Meeting
May 5, 2009

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

Members of the Council:

**SUBJECT: General Services- Contract for Construction of the One Stop Permit Center
Expenditure: \$ 1,166,080**

RECOMMENDATION

Recommendation of the General Services Director that the City Council:

- 1) Reject the bid received from California Averland Construction Inc. as non-responsive and the bidder as not-responsible per the Torrance Municipal Code (TMC).
- 2) Award a contract to Avi-Con Inc. dba CA Construction for \$843,000 with a 10% contingency of \$84,300 for the One Stop Permit Center (FEAP #295).
- 3) Approve a 10% project management fee of \$84,300.
- 4) Approve \$25,000 for Engineering Services, \$108,180 for Communications and \$21,300 for Direct Digital Controls (DDC).

Funding Funding is available in FEAP #295- One Stop Permit Center

BACKGROUND

The implementation of certain aspects of the City's 10 year plan, specifically incorporating and relocating Purchasing into the Finance Department and relocating Housing to a more accessible location, resulted in an opportunity for the City to create a One Stop Permit Center.

The Community Development Department, Planning, Building and Safety Divisions identified deficiencies in their existing floor areas to make their customer service areas more user friendly. The creation of the One Stop Permit Center has addressed those deficiencies, by establishing a central location for both citizens and businesses interested in working within the City to obtain building permits, engineering permits, and planning permits.

ANAYLSIS

The architecture firm GA Design, Architecture and Planning was hired to design the permit center. After various planning meetings and discussions with City's departments, the design was completed and submitted for plan check review. Plan check was completed January 2009. A mandatory job walk was held on February 18, 2009, with forty six (46) contractors and subcontractors attending.

The Bid Opening for the One Stop Permit Center B2009-05 was held on March 19th, 2009. Eighteen (18) bids were received as outlined below.

California Averland Construction, Inc. *	\$	784,550.00
Avi-Con, Inc. dba CA Construction	\$	843,000.00
Procon Developers & Engineers, Inc.	\$	878,833.00
DLS Builders	\$	899,860.00
Abeam Construction, Inc.	\$	917,590.00
SBS Corporation	\$	921,420.64
W.E. Construction, Inc.	\$	934,000.00
Nile Advanced Construction	\$	954,333.00
Axis Construction	\$	975,500.00
Jenn/Matt Inc.	\$	984,054.00
Tek-Up Construction	\$	1,031,982.00
Southern Cal Contracting	\$	1,046,000.00
G. Coast Construction, Inc.	\$	1,075,000.00
Tiffany Group, Inc.	\$	1,114,173.00
Action Contractors, Inc.	\$	1,148,546.00
Fasano Enterprises, Inc.	\$	1,298,850.00
Y & M Construction	\$	1,429,000.00
Minako American Corp dba Minco Construction	\$	1,566,500.00

* California Averland Construction was found to be not responsible and non-responsive per Torrance Municipal Code (TMC) Section 22.1.4 and 22.3.9 and the bid documents as summarized below. Below are definitions of a responsible bidder per the municipal code.

d) The character, integrity, trustworthiness and reputation of the bidder;
f) The previous and existing compliance by the bidder with laws and ordinances relating to the type of work to be performed under the contract;

1. California Averland Construction license #810681 was suspended per the California State License Board (CSLB) as a disciplinary bond suspension on March 26, 2009 for violating Business and Professional Code 7112- Misrepresented facts on application. (Attachment B) Currently the license is not suspended, however there is a disciplinary bond filed with the license board and will remain in effect from 2/27/09 to 2/27/12 per the complaint department at California State License Board -Case # S 2006 000299.
2. On the City's bid documents, under the question "Has License ever been suspended or revoked?" California Averland Construction stated "No" (Attachment C)
3. Of the officers listed on the CSLB website, Pyong Ki Kim who is listed as CEO and President of California Averland Construction, has a separate license (Top Plumbing #715484) which is pending disciplinary action in the same case listed for California Averland Construction (Case # S 2006 000299). (Attachment D)

- b) The ability, capacity, facilities and skill of the bidder to perform the contract;**
e) The competence, reputation and record of performance and experience of the bidder for the successful recent completion of similar work of comparable magnitude;

1. Two (2) out of the Four (4) references listed in the bid documents, were large commercial construction projects, 4.8 million and \$ 486,000 respectively, however California Averland Construction Inc. did not act in the capacity of a general contractor on the projects, but was a subcontractor only. (Attachment E)
2. The other two references listed on the bid documents were small projects, an office expansion for \$ 68,000 and office remodel \$ 98,000. Per the City's bid documents, the bidder must have at least five (5) years experience with projects of a similar size and scope (Ref: Specifications, Notice Inviting Bids, pg. 4).

Per Torrance Municipal Code section 22.3.9(c)(1), the City may reject a bid "if the apparent lowest bidder is non-responsive due to defects, technicalities or informalities in their bid proposal..."

1. California Averland Construction did not list a Structural Engineering company in their bid proposal as required in addendum #3 issued for the One Stop Permit Center B2009-05. (Attachment F)

Staff reviewed the bid of Avi-Con, Inc. dba CA Construction, their license and their prospective subcontractor's licenses, their structural engineering consultant, job references, and experience and is satisfied with the results.

BUDGET

The total budget for the One Stop Permit Center, less design and furniture is \$ 1,166,080 which includes the following:

Construction Contract	\$	843,000.00
Contingency	\$	84,300.00
Project Management Fees	\$	84,300.00
Engineering Services	\$	25,000.00
Communications Support	\$	108,180.00
Building Energy Controls	\$	21,300.00

Staff is expecting there could be substantial unforeseen items discovered during demolition and seismic work and therefore is requesting a 10% contingency.

Engineering services include; a new code requiring a structural engineer to review the contractor's work when structural design is involved, deputy inspection services for steel work, welding, epoxy bolting and concrete.

The City's C.I.T. department will provide communications to the new center with computers, printers, work flow software, data, phone, and voicemail cabling along with PA speaker system, cameras and network connections for \$108,180

The building's energy controls are proprietary; therefore staff is requesting approval of funding for the direct digital controls (DDC).

Based on staff's review of the bid of Avi-Con, Inc. dba CA Construction, subcontractor's licenses, consultants, references, and experience the General Services Director recommends Council approve a contract award to Avi-Con, Inc. dba CA Construction for \$843,000 with a 10% contingency and 10% project management fee with approval of additional funding for communications (\$108,180), engineering services (\$25,000), and the building's energy controls (\$21,300).

The total project cost inclusive of design costs (\$167,500) and furniture (not to exceed \$110,000) is currently \$1,443,580. Furniture purchases will be brought forward as a separate item in the near future. On Council approval, work for the One Stop will begin in approximately 60 days, with a construction duration of 240 days.

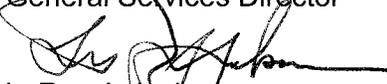
Respectfully submitted,

SHERYL BALLEW
General Services Director


By Diane Megerdichian
Facility Services Business Manager

CONCUR:


Sheryl Ballew
General Services Director


LeRoy J. Jackson
City Manager

Attachment A: Avi-Con, Inc. dba CA Construction Contract
Attachment B: California Averland Construction- CSLB license information 3-26-09
Attachment C: California Averland Construction's bid-suspended license page 40
Attachment D: Pyong Ki Kim, President/CEO associated license information
Attachment E: California Averland Construction's references page 38
Attachment F: Addendum #3 reference to including a Structural Engineer in bid documents

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of May 5, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Avi-Con Inc. dba California Construction., a California Corporation.

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and specifications prepared for the City of Torrance by GA Design and Architecture and Planning;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Construction of the One Stop Permit Center, Notice Inviting Bids No. **2009-05** (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 until December 31, 2010.

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

\$843,000 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. **TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

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

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

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

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

Tom Kelly, Facility Services 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:

Charles Avila
Naomi Avila

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: Avi-Con Inc. dba CA Construction.
981 Iowa Avenue, Suite A
Riverside, CA 92507

951-781-1077 fax

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

Avi-Con Inc. dba Ca Construction
A California Corporation

Frank Scotto, Mayor

By: _____
Charles Avila
President/ Owner

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 2009-05

Company: Avi-Con Inc dba CA Construction
 Base Bid: 843,000.00

CONSTRUCITON OF ONE STOP PERMIT CENTER

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 GA Design, Architecture and Planning 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 B2009-05 in its entirety	eight hundred forty-three thousand dollars	843,000.00

Assignment of Contractor's values:

Item	Description	Total Amount
Division 01	General Requirements:	30,000.00
Division 02	Site Work:	32,000.00
Division 03	Concrete:	80,000.00
Division 04	Masonry:	25,000.00
Division 05	Metals:	82,000.00
Division 06	Wood and Plastics:	74,000.00
Division 07	Thermal and Moisture Protection:	26,000.00
Division 08	Doors and Windows:	55,000.00
Division 09	Finishes:	165,000.00
Division 10	Specialties:	13,000.00
Division 11	Equipment:	N/A
Division 12	Furnishings:	N/A
Division 13	Special Construction:	N/A

STATE OF CALIFORNIA }
COUNTY OF Riverside }

CONTRACTOR'S AFFIDAVIT

B 2009-05

CONSTRUCITON OF THE ONE STOP PERMIT CENTER

Charles Avila, being first duly sworn,
deposes and says:

1. That he/she is the President
Title

of Ovi-Con Inc dba CA Construction
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 17th day of March, 20 09.

Subscribed and Sworn to
before me this 17th day
of March, 20 09



(Contractor)

President

(Title)

(Attached)

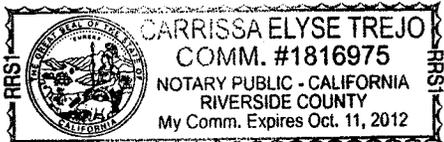
Notary Public in and for said
County and State.

(Seal)

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 17th
day of March, 2009, by Charles Avila

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature *Carrissa Elyse Trejo*

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: Powell & Associates/ATC En

License Number: 61343

Address of Office, Mill or Shop: 9980 Indiana Ave Suite 3 Riverside

Percentage of Total Contract 1/2 %

Specific Description of Sub-Contract: trench showing plans

Name Under Which Subcontractor is Licensed: Clay Rooting Inc
528

License Number: ~~529683~~ 52883

Address of Office, Mill or Shop: ~~525~~ 1575 Mayarobrough Ave Riverside

Percentage of Total Contract 1%

Specific Description of Sub-Contract: rooting

Name Under Which Subcontractor is Licensed: Janus Corp

License Number: 572682

Address of Office, Mill or Shop: 2025 Tandem Way Norco, CA 92680

Percentage of Total Contract 2%

Specific Description of Sub-Contract: demo & hazmat abatement

Name Under Which Subcontractor is Licensed: Garcon Construction

License Number: 913556
Address of Office, Mill or Shop: 4975 Phillips St Ontario, CA 91762

Percentage of Total Contract 9%

Specific Description of Sub-Contract: concrete

Name Under Which Subcontractor is Licensed: Millers Fab & Weld Corp

License Number: 505092
Address of Office, Mill or Shop: 1130 N. Kramer Blvd Anaheim, CA 92800

Percentage of Total Contract 9%

Specific Description of Sub-Contract: Structural steel & metal fab

Name Under Which Subcontractor is Licensed: Stolo Cabinets

License Number: 2107920
Address of Office, Mill or Shop: 860 Challenger St Brea 92821

Percentage of Total Contract 5%

Specific Description of Sub-Contract: Cabinets & casework

Name Under Which Subcontractor is Licensed: Professional Door Systems Inc

License Number: 731640
Address of Office, Mill or Shop: 1552 S. Anaheim Blvd Anaheim 92805

Percentage of Total Contract 1%

Specific Description of Sub-Contract: overhead ceiling doors

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.

Name Under Which Subcontractor is Licensed: Golden Glass Inc

License Number: 001928

Address of Office, Mill or Shop: 1211 E. Orangeflora Ave Fullerton, CA 97301

Percentage of Total Contract 3%

Specific Description of Sub-Contract: Glass, Glazing & Storefront

Name Under Which Subcontractor is Licensed: Horizon Lathing

License Number: 83 832304

Address of Office, Mill or Shop: 10960 Hale Ave Riverside, CA 92505

Percentage of Total Contract 1%

Specific Description of Sub-Contract: lath & plaster

Name Under Which Subcontractor is Licensed: Precision Floor Covering

License Number: 572475

Address of Office, Mill or Shop: 17762 Mitchell N. Irvine, CA 92614

Percentage of Total Contract 10%

Specific Description of Sub-Contract: flooring & ceramic tile

Name Under Which Subcontractor is Licensed: South Coast Acoustical Interiors

License Number: 735787

Address of Office, Mill or Shop: 9155 Archibald Ave Alta Loma CA 91730

Percentage of Total Contract 1%

Specific Description of Sub-Contract: Acoustical ceilings

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.

Name Under Which Subcontractor is Licensed: R Taber & Sons

License Number: 4711674

Address of Office, Mill or Shop: PO Box 3309 Riverside, CA 92519

Percentage of Total Contract 2%

Specific Description of Sub-Contract: plumbing

Name Under Which Subcontractor is Licensed: Western Air Conditioning Co.

License Number: 432836

Address of Office, Mill or Shop: 5640 High meadow place Alta Loma, CA 91737

Percentage of Total Contract 6%

Specific Description of Sub-Contract: HVAC

Name Under Which Subcontractor is Licensed: Champion Electric Inc

License Number: 744374

Address of Office, Mill or Shop: 3950 Lamar Rd Riverside, CA 92501

Percentage of Total Contract 12%

Specific Description of Sub-Contract: Electrical low voltage
Fire alarm

Name Under Which Subcontractor is Licensed: _____

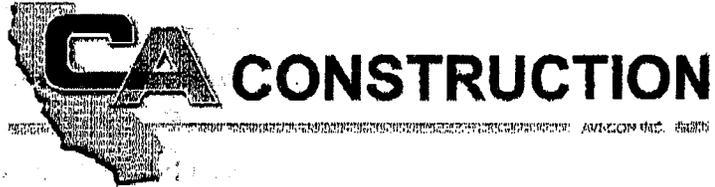
License Number: _____

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.



March 30, 2009

Diane Megerdichian
City of Torrance
3350 Civic Center Drive
Torrance, CA 90503

Thank you for considering our bid for the One Stop Permit Center, enclosed is the clarification of subcontractor information you requested along with a rewritten list of our original subcontractors.

Powell & Associates/ATC Engineering
9980 Indiana Ave, Suite 3
Riverside, CA 92503
Contact: Troy Powell
Contact Number: (951)750-2650
License Number: C-61343
Trade: Trench Shoring Plan

Clary Roofing, Inc.
1575 Marlborough Ave
Riverside, CA 92507
Contact: Keith Black
Contact Number: (951) 328-2363
License Number: 525883 C-39
Trade: Roofing

Champion Electric, Inc.
3950 Garner Road
Riverside, CA 92501
Contact: Brig Willis
Contact Number: (951) 276-9619
License Number: 744374 B & C-10
Trade: Electrical, Lighting and Low Voltage
Apple Valley Communications will be working as a subcontractor under Champion Electric, Inc. to complete the Low Voltage, Fire Alarm System and Voice-Data Cabling scope of work this was included in our original bid.

981 Iowa Avenue, Suite A | Riverside, CA 92507 | P 951-781-8055 | F 951-781-1077
Email cac@caconstruction.net | Website www.caconstruction.net
License # 588602



Apple Valley Communications
 21805 HW 18
 Apple Valley, CA 92307
 Contact: Jay Lovato
 Contact Number: (760)247-2668
 License Number: 542642 C
 Alarm License Number: ACO 3056
 Trade: Low Voltage and Voice-Data Cabling

If you have any questions, concerns, or require any additional information, please do not hesitate to call me directly at (951)660-5291.

Best Regards,

A handwritten signature in black ink, appearing to read 'Aaron A. Avila'. The signature is fluid and cursive, with a large initial 'A'.

Aaron A. Avila
 Chief Estimator

981 Iowa Avenue, Suite A | Riverside, CA 92507 | P 951-781-8055 | F 951-781-1077
 Email cac@caconstruction.net | Website www.caconstruction.net
 License # 588602

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): LaFinca
 Address: 3663 Main St. Riverside, CA 92501
 Contact Person: Josie Hornback Telephone No.: (951)342-3023
 Title of Project: Tamale Factory
 Project Location: 3663 Main St. Riverside, CA 92501
 Date of Completion February 2005 Contract Amount: \$ 4,000,000.00
2. Name (Firm/Agency): City of Perris
 Address: 131 North "D" St. Perris, CA 92570
 Contact Person: Bob Lareig Telephone No.: (714)342-0416
 Title of Project: Council Chambers
 Project Location: 131 North "D" St. Perris, CA 92570
 Date of Completion July 2007 Contract Amount: \$ 2,100,000.00
3. Name (Firm/Agency): Los Angeles Community College District
 Address: 915 N. Wilshire Blvd Los Angeles, CA 90017
 Contact Person: Emilo Ramirez Telephone No.: (323)286-2690
 Title of Project: LACED Child Development Center
 Project Location: 885 N. Vermont Ave Los Angeles, CA 90029
 Date of Completion November 2008 Contract Amount: \$ 749,000.00
4. Name (Firm/Agency): City of Perris
 Address: 131 North "D" St. Perris, CA 92570
 Contact Person: Bob Lareig Telephone No.: (714)342-0416
 Title of Project: Bob Llass Gymnasium
 Project Location: 131 North "D" St. Perris, CA 92570
 Date of Completion February 2005 Contract Amount: \$ 2,295,095.00

Bidder's Information

The bidder must provide a detailed list of the trades and the description of the work they will perform with their own company for this project.

1. Demolition
2. Concrete
3. masonry
4. Rough Carpentry
5. Finish Carpentry
6. Door Frames, Doors, & Hardware
7. light gauge metal Framing
8. Drywall assemblies
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.

Contractor's License No.: 588602 Class: A, B, C1el & DOL

a. Date first obtained: February 20, 1990

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 # 83-0438905

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>Charles Avila</u>	<u>President</u>	_____
<u>Naomi Avila</u>	<u>Vice President & CFO</u>	_____
<u>Jacob Avila</u>	<u>Secretary</u>	_____

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2009-05

Bid for Construction of the One Stop Permit Center

ADDENDUM # 1

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

1. Due to the overwhelming interest in this project, the City of Torrance has decided to extend the Request for Information (RFI) period to Thursday, March 5th by 5:00 PM. Therefore if you have questions, please email to Diane Megerdichian at dmegerdichian@torrnet.com or fax to 310-781-7199.
2. Due to the extension of the RFI period, **the bid opening has been changed to Thursday, March 19th, 2009.**

February 26, 2009

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Avi-Con Inc dba CA Construction
Name of Company

981 Iowa Ave, Suite A
Address

Riverside Ca 92507
City State Zip Code

ADDENDUM #2

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503
BID NO. B2009-05

Bid for Construction of the One Stop Permit Center

ADDENDUM # 2

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID: **The bid opening has been changed to Thursday, March 26th, 2009. The RFI period is closed. A 3rd addendum will be issued for this project by end of next week.**

CHANGE: Asbestos area to be abated is 800 square feet from demolition of soffit on the south side exterior of the building. . (Ref: Sheet A 2.1 Section C to H.).

CLARIFY: Plumbing and Electrical specifications - Remove all references to Design-Build.

CHANGE: Plumbing section 15403-4 2.3 B and C – Remove all references to ABS piping.

CLARIFY: Palm Trees to be removed, no relocation required.

CLARIFY: All furniture is N.I.C., with the exception of keynote #2 and #12 Built-in Counters. See Sheet A-5.2, A-5.3 and A-5.4 for built in counters. (Ref: Sheet A2.5 Furniture and Equipment Plan, Keynotes 1-13).

CLARIFY: Irrigation/Landscaping Scope of Work- Provide ¾ inch, schedule 40, PVC irrigation water line to interior of planter boxes from existing lateral irrigation water lines(s). Test and cap system. Fill planter boxes with agricultural suitable soil. Plants are N.I.C.

CLARIFY: (Ref: Sheet A 1.3).

The manufacturer and model for the wall mount step light: Lumux, Inc. Model # SL 600SS.

The manufacturer and model for bollards: Cal Pipe Bollards Lighted security Bollards Model # SSL 8080.

Provide electrical conduit from control panel to new exterior lights as required. Coordinate with existing exterior light timer.

CLARIFY: Bench at Entry Way is N.I.C. (Ref: Sheet A1.1)

CLARIFY: Cornell MFM 5F 22GP Roll Up Fire Door w/M100-FS Motor. Attached specifications and cut sheets. (8 pages).

CLARIFY: No new opening above the 2nd floor. "(N) Opening is a typo on detail 4/S5.3, it should read "(E) Opening."

CLARIFY: See Attached RFI questions (#8 and #9-Nile Advanced Construction) and answers. (2 pages).

CLARIFY: See Sheet E0.2 Fire Alarm Notes for general requirements. Contractor shall relocate and modify the existing 1st floor fire protection system to accommodate the new layout and use. Attached Fire Alarm Systems Specifications (7 pages).

March 12, 2009

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Ani-Con Inc dba CA Construction
Name of Company

991 Iowa Ave, Suite A
Address

Riverside, CA 92507
City State Zip Code

ADDENDUM #3

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2009-05

Bid for Construction of the One Stop Permit Center

ADDENDUM # 3

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID: **Bid Opening remains Thursday, March 26th, 2009. Bids are due by 2:00 PM in the City Clerk's office.**

CLARIFY: (Reference: A-7.1 – Door schedule) Door #10 shall be 90 minute solid core door with laminated finish. Interior door frames (#4 through #10) shall be 14 gage, cold-rolled steel, and mitered and welded, 2 inch profile for installation in a metal or wood stud security partition and gypsum board partition. Frames to be primed and painted, color chosen at later by City of Torrance. Door frame for Door #10 shall be 90 minute rated as specified in the plans.

CLARIFY: The specifications and cut sheets for Door #11- Roll Up Fire Door were provided on Addendum #2.

CLARIFY: Further clarification from addendum #2 details. Cal Pipe Bollards - lighted bollard **SSL08040F - Stainless Steel fixed. 8** Bidder to include all costs associated with the bollards and recess path lighting. (Ref: Sheet 1/A-1.3)

CLARIFY: All new planter walls to be poured in place concrete.

CLARIFY: Attached is the laminated door specification Section 08206 (4 pages).

CLARIFY: No open wiring for data cabling through the public counters. All wiring shall have conduit. See Electrical specification section 16101 for details.

DELETE: General Note #8, Sheet E-3.1

CLARIFY: See 1/A-5.1 for typical door and room signs.

CLARIFY: Roof pitch for new skylight is 6:12

CLARIFY: Provide Suprafine 9/16" grid for new T-bar ceiling.

CLARIFY: Please provide 36" x 36" Glue down carpet tile instead of 12' broadloom. Replace Section 09683 with attached section 09684- Glue-Down Carpet Tile (7 pages).

CLARIFY: The color choices specified on plans for rubber tile flooring from ECO Surfaces are available, however the new thickness will be 3.2mm verses 4mm and you will have to order in 360sf increments verses 288sf. Tile size 36" x 36" (Ref: 2/A-7.2).

CLARIFY: Contractor is responsible for pulling all building and fire permits, however there is no cost for City of Torrance required permits on a City projects.

CLARIFY: 2ND Floor of Building will be occupied during the course of construction.

CHANGE: The City of Torrance will bear the cost of required certified inspections ("deputy inspector") for the greater of the first 160 hours of inspector time or \$9,600. See Specs. Pg. 18 #11-Inspections and Testing- for further details.

ADD: The bidder must list in the bid documents a Structural Engineering Company for the structural shoring plan demolition work required on this project. The information must include name of business, address, and contact name, phone number. The bidder who does not include this information with the bid documents may be deemed as non-responsive and their bid rejected.

Below are R.F.I. questions presented in their entirety with responses from the Architect, Engineers, and City of Torrance.

Question: Dwg. P-2.0, note #4 indicates that cold water and gas to be relocated to 2nd floor thru a new chase located on first floor. Please, indicate on first floor where the new chase will be installed and the dimensions. **Response:** Cold water & gas maximum pipe size is 2" which easily can fit inside of 2 x 4 stud wall. A chase is not needed. Any penetrations thru floor must be sealed with 3M Fire caulking.

Question: Per Dwg. M-3.1 & M-3.2 existing VAV boxes will be relocated. VAV #5 & 8 are new per schedule. Please, provide performances and sizing data not listed on M-3.1. **Response:** VAV # 5 and # 8 are new, the new boxes shall be manufactured by Titus or Kruger, the plans indicates that VAV # 8 is interior zone without reheat, and VAV # 8 requires a reheat, Shamim Engineering has clarified that this box shall have a 4 row coil to accommodate morning warm-up. The existing system is DDC controlled; contractor shall use the services of Nova Facilities Management Systems (Mr. Henry Franco 562.622-9009) for the control work.

Question: Confirming that the 2nd floor composition is only 1" plywood with no concrete. **Response:** Confirmed DK/MI

Question: Confirming that all epoxy grouting is to be CIA-Gel 7000 Epoxy. **Response:** No. See table under product approvals on S-0.2 for use of epoxy. DK/MI

Question: Restrooms call out B1 type fixture. There are no B1 on fixture schedule. Please clarify. **Response:** B1 fixture same as Type "B" except CF18TT. See Title 24 E0.6 LIG 2-C part 1 of 2 for reference and compliance.

Question: Dwg. A-2.3, show at main entrance a curved ceiling. Details #1 indicate T-bar ceiling where occur. Please, clarify if a T-bar ceiling will be installed on this area. **Response:** The main entrance a curved ceiling is a hard lid ceiling not a T-bar ceiling. (See Detail 5/D-0.5 & 01/A-4.2)

Question: Is the project requires the Outreach program? **Response:** No

Question: On HVAC, there's a drawing of Air conditioner but no specification. Can you please provide the specs? **Response:** The existing roof top HVAC units are to be used. Remove existing ductwork in affected area upgrade per plan, See Mechanical drawings.

Question: Dwg. S-5.0 show footing details for new columns and masonry block but no dimension are provided. Please provide footing dimensions. **Response:** Please see attached sketches SSK-1 & SSK-2 for footing dimensions. DK/MI (2 pages).

Question: Finish Schedule calls out for (3) colors of rubber flooring on stairways. Please, advise if it is a pattern for each step or are different colors for steps. **Response:** The finish schedule refers to the first floor only (this includes the area under the existing stair).

Question: Please, specify the materials required for stair nosing and risers. **Response:** The existing stairs are N.I.C.

March 19, 2009

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Avi-Con Inc dba CA Construction
Name of Company

981 Iowa Ave, Suite A
Address

Riverside, CA 92507
City State Zip Code

ADDENDUM #4

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2009-05

Bid for Construction of the One Stop Permit Center

ADDENDUM # 4

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID: **Bid Opening remains Thursday, March 26th, 2009. Bids are due by 2:00 PM in the City Clerk's office.**

CLARIFY: All new doors (interior and exterior #1 thru #10) will have the door closers LCN 4040 series.

CLARIFY: All new exterior doors (1, 2, and 3) will have Von Duprin panic hardware #9847NL concealed vertical rod device.

CLARIFY: All new interior doors (4,5,6,7, and 10) will use the Corbin Russwin Mortise Locksets ML2000 Series, classroom function lock Model #ML2055.

Please refer to the Hardware specifications for the manufacturers and finishes.

March 23 2009

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Ovi-Con Inc dba CA Construction
Name of Company

981 Iowa Ave, Suite A
Address

Riverside, CA 92507
City State Zip Code



Contractor's License Detail - License # 810681



DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number: 810681 **Extract Date:** 03/26/2009
 CALIFORNIA AVERLAND CONSTRUCTION INC

Business Information: 339 NORTH VIRGIL AVENUE
 LOS ANGELES, CA 90004
 Business Phone Number: (323) 667-0071

Entity: Corporation

Issue Date: 07/17/2002

Expire Date: 07/31/2010

License Status: License is under suspension for the following reasons:
 1. License is under Disciplinary Bond Suspension. 

Additional Status: [Click here for Complaint Disclosure information.](#)

CLASS	DESCRIPTION
B	GENERAL BUILDING CONTRACTOR
C36	PLUMBING

Classifications:
CONTRACTOR'S BOND
 This license filed Contractor's Bond number **100008762** in the amount of **\$12,500** with the bonding company
 AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bonding: **Effective Date:** 01/01/2007
[Contractor's Bonding History](#)

BOND OF QUALIFYING INDIVIDUAL
 1. The Responsible Managing Officer (RMO) PYONG KI KIM certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.
Effective Date: 07/17/2002

2. The Responsible Managing Officer (RMO) STEVE SANG HAN certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 04/26/2007

This license has workers compensation insurance with the
STATE COMPENSATION INSURANCE FUND

Workers' Compensation:

Policy Number: 1745738

Effective Date: 06/28/2003

Expire Date: 06/01/2009

Workers' Compensation History

Personnel listed on this license (current or disassociated) are listed on other licenses.



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Case Violation Disclosure

License Number: 810681
Contractor Name: CALIFORNIA AVERLAND CONSTRUCTION INC
Case #: S 2006 000299
Date: 02/27/2009
Status: CURRENTLY UNDER DISCIPLINARY ORDER
Number of Complaints: 1

CODE	VIOLATION	DESCRIPTION
Business & Professions Code	7112	Misrepresented facts on application

Change the text size:

[Small](#) | [Medium](#) | [Large](#)

[print](#) | [>> close window <<](#)

Contractor's License No.: 810681 Class: B

a. Date first obtained: 07/17/2002

→ 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 # 68-0493664

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>STEVE HAN</u>	<u>OFFICER</u>	
<u>KWANG U NAM</u>	<u>OFFICER</u>	
_____	_____	_____

 Welcome to the State of California

Contractor's License Detail (Personnel List)

Contractor License #: 810681
Contractor Name: CALIFORNIA AVERLAND CONSTRUCTION INC

Click on the person's name to see a more detailed page of information on that person.

NAME	TITLE	ASSOCIATION DATE	DISASSOCIATION DATE	CLASS	MORE CLASS
CHI SONG CHANG	OFFICER	07/17/2002		B	More
 PYONG KI KIM	RMO/CEO/PRES	07/17/2002		C36	More
SON BYN KIM	OFFICER	07/17/2002	05/01/2008		
STEVE SANG HAN	RMO	04/26/2007		B	

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 Welcome to the State of California

Personnel License List for KIM, PYONG KI

Click on the license number to see the license detailed page of information for the person you selected.

License #	Business Name	City	Association Date	Disassociation Date	Status
00715484	TOP PLUMBING	GLENDALE	11/20/1995		ACTIVE
00810681	CALIFORNIA AVERLAND CONST	LOS ANGELES	07/17/2002		ACTIVE

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x Welcome to the State of California

Contractor's License Detail - License # 715484

 **DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- CSLB complaint disclosure is restricted by law (B&P 7124.6). If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
- Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
- Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
- Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

License Number:	715484	Extract Date: 04/16/2009
Business Information:	TOP PLUMBING 1121 GREEN STREET GLENDALE, CA 91202 Business Phone Number: (213) 305-3356	
Entity:	Sole Ownership	
Issue Date:	11/20/1995	
Expire Date:	11/30/2009	
License Status:	This license is current and active. All information below should be reviewed.	
	PENDING DISCIPLINARY ACTION Disciplinary action is pending against this licensee in the form of an <u>accusation</u> . For further information, please call the Case Management Office in your area: (916) 255-4041 Northern California or (562) 345-7656 Southern California.	
Additional Status:	Click here for Complaint Disclosure information.	
Classifications:	CLASS	DESCRIPTION
	C36	PLUMBING
Bonding:	CONTRACTOR'S BOND This license filed Contractor's Bond number 100037894 in the amount of \$12,500 with the bonding company <u>AMERICAN CONTRACTORS INDEMNITY COMPANY.</u> Effective Date: 12/04/2007 Contractor's Bonding History	
Workers' Compensation:	This license is exempt from having workers compensation insurance; they certified that they have no employees at this time. Effective Date: 02/13/2006 Expire Date: None	



Contractor's License Detail (Complaint Disclosure)

Contractor License #: 715484
Contractor Name: TOP PLUMBING

Cases:

Select a case to view violations.

CASE #	DATE	STATUS	# OF COMPLAINTS
S 2006 000299	08/21/2006	PENDING	

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REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past five (5) years.)

1. Name (Firm/Agency): CITY OF LAWNSDALE
 Address: 4722 MANHATTAN BEACH BLVD, LAWNSDALE, CA 90260
 Contact Person: MR. ARMANDO RODRIGUEZ Telephone No.: 310-973-3260
 Title of Project: PUBLIC WORKS OFFICE EXPANSION
 Project Location: 4722 MANHATTAN BEACH BLVD, LAWNSDALE, CA 90260
 Date of Completion JULY 2008 Contract Amount: \$ 67,790.⁰⁰

2. Name (Firm/Agency): SYCAMORE SENIOR APARTMENT
 Address: 3250 WILSHIRE BLVD, # 1805, LOS ANGELES, CA 90010
 Contact Person: YOUNG KIM Telephone No.: 213-387-3070
 Title of Project: SYCAMORE SENIOR VILLAGE
 Project Location: 333 NORTH 'F' STREET, OXNARD, CA 93030
 Date of Completion FEB, 2009 Contract Amount: \$ 4,800,000.⁰⁰

3. Name (Firm/Agency): CIRSEA LTD, LLC
 Address: 2045 MAGPIE CT. NEWBURY PARK, CA 91320
 Contact Person: STEPHEN J. FERRARI Telephone No.: 805-612-3510
 Title of Project: OFFICE REMODELING
 Project Location: 1855 W. KATELLA AVE. #100, ORANGE, CA 92867
 Date of Completion NOV, 2008 Contract Amount: \$ 98,000.⁰⁰

4. Name (Firm/Agency): MACKONE DEVELOPMENT INC.
 Address: 2244 BEVERLY BLVD, LOS ANGELES, CA 90057
 Contact Person: DANIEL MOON Telephone No.: 213-252-9506
 Title of Project: BERENDO APARTMENTS
 Project Location: 689 S. BERENDO ST, LOS ANGELES, CA 90005
 Date of Completion JUNE, 2008 Contract Amount: \$ 486,000.⁰⁰

ADDENDUM #3

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2009-05

Bid for Construction of the One Stop Permit Center

ADDENDUM # 3

THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A MANDATORY PART OF SUBJECT BID: **Bid Opening remains Thursday, March 26th, 2009. Bids are due by 2:00 PM in the City Clerk's office.**

CLARIFY: (Reference: A-7.1 – Door schedule) Door #10 shall be 90 minute solid core door with laminated finish. Interior door frames (#4 through #10) shall be 14 gage, cold-rolled steel, and mitered and welded, 2 inch profile for installation in a metal or wood stud security partition and gypsum board partition. Frames to be primed and painted, color chosen at later by City of Torrance. Door frame for Door #10 shall be 90 minute rated as specified in the plans.

CLARIFY: The specifications and cut sheets for Door #11- Roll Up Fire Door were provided on Addendum #2.

CLARIFY: Further clarification from addendum #2 details. Cal Pipe Bollards - lighted bollard **SSL08040F - Stainless Steel fixed. 8 Bidder** to include all costs associated with the bollards and recess path lighting. (Ref: Sheet 1/A-1.3)

CLARIFY: All new planter walls to be poured in place concrete.

CLARIFY: Attached is the laminated door specification Section 08206 (4 pages).

CLARIFY: No open wiring for data cabling through the public counters. All wiring shall have conduit. See Electrical specification section 16101 for details.

DELETE: General Note #8, Sheet E-3.1

CLARIFY: See 1/A-5.1 for typical door and room signs.

CLARIFY: Roof pitch for new skylight is 6:12

CLARIFY: Provide Suprafine 9/16" grid for new T-bar ceiling.

CLARIFY: Please provide 36" x 36" Glue down carpet tile instead of 12' broadloom. Replace Section 09683 with attached section 09684- Glue-Down Carpet Tile (7 pages).

CLARIFY: The color choices specified on plans for rubber tile flooring from ECO Surfaces are available, however the new thickness will be 3.2mm verses 4mm and you will have to order in 360sf increments verses 288sf. Tile size 36" x 36" (Ref: 2/A-7.2).

CLARIFY: Contractor is responsible for pulling all building and fire permits, however there is no cost for City of Torrance required permits on a City projects.

CLARIFY: 2ND Floor of Building will be occupied during the course of construction.

CHANGE: The City of Torrance will bear the cost of required certified inspections ("deputy inspector") for the greater of the first 160 hours of inspector time or \$9,600. See Specs. Pg. 18 #11-Inspections and Testing- for further details.

→ ADD: The bidder must list in the bid documents a Structural Engineering Company for the structural shoring plan demolition work required on this project. The information must include name of business, address, and contact name, phone number. The bidder who does not include this information with the bid documents may be deemed as non-responsive and their bid rejected.

Below are R.F.I. questions presented in their entirety with responses from the Architect, Engineers, and City of Torrance.

Question: Dwg. P-2.0, note #4 indicates that cold water and gas to be relocated to 2nd floor thru a new chase located on first floor. Please, indicate on first floor where the new chase will be installed and the dimensions. **Response:** Cold water & gas maximum pipe size is 2" which easily can fit inside of 2 x 4 stud wall. A chase is not needed. Any penetrations thru floor must be sealed with 3M Fire caulking.

Question: Per Dwg. M-3.1 & M-3.2 existing VAV boxes will be relocated. VAV #5 & 8 are new per schedule. Please, provide performances and sizing data not listed on M-3.1. **Response:** VAV # 5 and # 8 are new, the new boxes shall be manufactured by Titus or Kruger, the plans indicates that VAV # 8 is interior zone without reheat, and VAV # 8 requires a reheat, Shamim Engineering has clarified that this box shall have a 4 row coil to accommodate morning warm-up. The existing system is DDC controlled; contractor shall use the services of Nova Facilities Management Systems (Mr. Henry Franco 562.622-9009) for the control work.

Question: Confirming that the 2nd floor composition is only 1" plywood with no concrete. **Response:** Confirmed DK/MI

Question: Confirming that all epoxy grouting is to be CIA-Gel 7000 Epoxy. **Response:** No. See table under product approvals on S-0.2 for use of epoxy. DK/MI

Question: Restrooms call out B1 type fixture. There are no B1 on fixture schedule. Please clarify. **Response:** B1 fixture same as Type "B" except CF18TT. See Title 24 E0.6 LIG 2-C part 1 of 2 for reference and compliance.

Question: Dwg. A-2.3, show at main entrance a curved ceiling. Details #1 indicate T-bar ceiling where occur. Please, clarify if a T-bar ceiling will be installed on this area. **Response:** The main entrance a curved ceiling is a hard lid ceiling not a T-bar ceiling. (See Detail 5/D-0.5 & 01/A-4.2)

Question: Is the project requires the Outreach program? **Response:** No

Question: On HVAC, there's a drawing of Air conditioner but no specification. Can you please provide the specs? **Response:** The existing roof top HVAC units are to be used. Remove existing ductwork in affected area upgrade per plan, See Mechanical drawings.

Question: Dwg. S-5.0 show footing details for new columns and masonry block but no dimension are provided. Please provide footing dimensions. **Response:** Please see attached sketches SSK-1 & SSK-2 for footing dimensions. DK/MI (2 pages).

Question: Finish Schedule calls out for (3) colors of rubber flooring on stairways. Please, advise if it is a pattern for each step or are different colors for steps. **Response:** The finish schedule refers to the first floor only (this includes the area under the existing stair).

Question: Please, specify the materials required for stair nosing and risers. **Response:** The existing stairs are N.I.C.

March 19, 2009

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

CALIFORNIA AVERLAND
CONSTRUCTION INC

Name of Company

339 N. VIRGIL AVE

Address

LOS ANGELES, CA 90004

City State Zip Code