

Council Meeting  
August 18, 2009

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

**Members of the Council:**

**SUBJECT:** General Services- Award a contract for exterior painting of various City buildings.  
Expenditure: \$74,290

**RECOMMENDATION**

Recommendation of the General Services Director that the City Council:

- 1) Award a contract to Tony Painting Inc. for \$64,600 with a 5% contingency of \$3,230 for exterior painting of various City Buildings (FEAP #588,#591,#592); and,
- 2) Approve a 10% project management fee of \$6,460.

Funding Funding is available in the following FEAPS: Painting of North Torrance Buildings FEAP#588, Painting of Branch Libraries and Fire Stations FEAP#591, and Painting of Civic Center and Park Facilities FEAP #592

**BACKGROUND**

As part of an on-going maintenance of City facilities, staff has identified 15 locations that due to the passage of time and the exposure to the elements have deteriorated. The buildings listed below were last painted between 8 to 14 years ago. Painting the exterior structures will not only improve the look of the facility but help preserve the building's integrity by properly protecting the surfaces from further decay. The fifteen locations are:

1. North Torrance Structures (McMaster Recreation Building, Tillim Senior Center, and Community Center).
2. Wilson Park (restrooms and picnic area)
3. Pueblo Park Recreation Building
4. Columbia Park (Storage and Maintenance Building, and restrooms)
5. Torrance Park (Storage and Maintenance Buildings and Amphitheater)
6. Deportola Park (Restroom)
7. Fire Station #1
8. Fire Station #3
9. North Torrance Library
10. Henderson Library
11. Southeast Library
12. Walteria Library
13. El Retiro Library
14. Torrance Historical Museum
15. Madrona Marsh (sealing the wood areas, eaves and overhangs)

**ANAYLSIS**

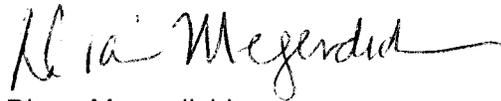
Staff formally bid the project and held a mandatory job walk with twenty-two (22) contractors in attendance. Bids were opened on July 16<sup>th</sup>, 2009; the City received sixteen (16) bids as outlined below.

1. Tony Painting Inc.	\$ 64,600
2. Piana Construction & Painting	\$ 64,950
3. Astro Painting Company, Inc.	\$ 75,513
4. Cornerstone Painting Co.	\$ 77,950
5. Pacific Painting Co. Inc.	\$ 79,600
6. Southwest Coatings	\$ 80,300
7. Mason Brothers Painting	\$ 80,830
8. Dynamic Painting Co.	\$ 90,000
9. J & T Painting	\$ 93,640
10. Best Quality Painting	\$ 93,900
11. Smith & James Painting	\$ 99,400
12. Industry Coatings Co.	\$ 99,497
13. E. Bitsakis Painting, Inc.	\$113,500
14. G.T. Georgiou Painting Co.	\$114,100
15. A.J. Fistes Corporation	\$135,675
16. Daphne Painting Co.	\$214,900

Staff reviewed the bid from Tony Painting, Inc., their license, and references and found everything to be in line with the bid requirements. Therefore, the General Services Director recommends City Council award a contract to Tony Painting, Inc. for \$64,600 with 5% contingency for the exterior painting of various buildings and approve a 10% project management fee.

Respectfully submitted,

SHERYL BALLEW  
General Services Director



By Diane Megerdichian  
Business Manager

CONCUR:

  
Sheryl Ballew  
General Services Director

  
LeRoy J. Jackson  
City Manager

## CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of August 18, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Tony Painting 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 to patch, prepare, and paint the exterior of City buildings at fifteen (15) locations in accordance with the specifications prepared by the City of Torrance.
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for Exterior Painting of Various City Buildings, Notice Inviting Bids No. **B2009-24** (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 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 Specifications, which are on file in the General Services Department. The NIB 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 one year from 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 \$ 64,600 ("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**

Rod Steffler, Project Manager 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:

Ante Marijanovic  
Ivan Vranjes

## **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: Tony Painting Inc.  
12812 Valley View, Suite 14  
Garden Grove, CA 92845  
  
Fax: 714-899-5305

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

Tony Painting, Inc.  
A California Corporation

By:

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

\_\_\_\_\_  
Ante Marijanovic  
President, CEO

ATTEST:

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

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney  
By:

\_\_\_\_\_  
Deputy City Attorney

Attachment: Exhibit A- Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2009-24

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Bid for Exterior Painting of Various City Buildings

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SECTION III BID PROPOSAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE BID.

In accordance with your "Invitation to Bid," the following bid proposal is submitted to the City of Torrance.

**Bid Proposal Submitted By:**

TONY PAINTING INC.  
Name of Company

12812 VALLEY VIEW ST. STE. 14  
Address

GARDEN GROVE, CA 92845  
City/State/Zip Code

ANTE MARIJANDVIC · PRESIDENT, CEO  
Printed Name/Title

(714) 899-5303 / (714) 899-5305  
Telephone Number/Fax Number

**Form of Business Organization:**

Please indicate the following (check one);

Corporation  Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

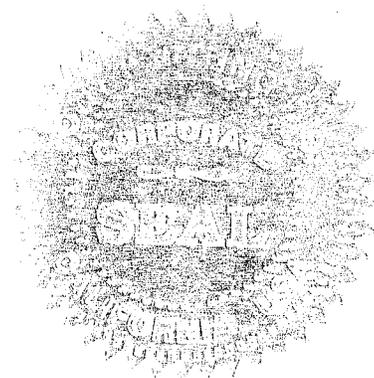
If incorporated, what state: CALIFORNIA

Federal Tax ID # 87-0796208

**Business History:**

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

3 (THREE) years



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

TONY PAINTING

Contractor's License No.: 320164 Class: C.33

- a. Date first obtained: 5/20/1976
- b. Has License ever been suspended or revoked? NO  
If yes, describe when and why: \_\_\_\_\_
- c. Any current claims against License or Bond? NO  
If yes, describe claims: \_\_\_\_\_

**Contact for Additional Information:**

Please provide the name of the individual at your company to contact for any additional information

ANTE MARIJANOVIC  
Name

PRESIDENT, CEO  
Title

(714) 899-5303 / (714) 899-5305  
Telephone Number/Fax Number

**Addenda Received:**

Please indicate addenda information you have received regarding this bid:

Addendum No. <u>1</u>	Date Received: <u>JUNE 23, 2009</u>
Addendum No. <u>2</u>	Date Received: <u>JULY 13, 2009</u>
Addendum No. _____	Date Received: _____

\_\_\_\_\_ No Addenda received regarding this bid.

**BIDDER'S PROPOSAL**  
**B 2009-24**

Company: TONY PAINTING INC  
 Total Bid: \$ 64,600 -

**Bid for Exterior Painting of the Various City Buildings**

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all work to be performed in accordance with the Specifications and Contract Documents, prepared by the City of Torrance.

Item	Description	Prices written in words	Total Bid per location
1.	<b>North Torrance Structures</b> per bid B2009-24 in its entirety	Eight Thousand two hundred fifty	\$ 8,250 -
2.	<b>Pueblo Recreation</b> per bid B2009- 24 in its entirety	Three Thousand one hundred fifty	\$ 3,150 -
3.	<b>North Torrance Library</b> per bid B2009-24 in its entirety	Three Thousand six hundred fifty	\$ 3,650 -
4.	<b>Fire Station #3</b> per bid B2009-24 in its entirety	Four Thousand two hundred	\$ 4,200 -
5.	<b>Wilson Park</b> per bid 2009-24 in its entirety	Three Thousand	\$ 3,000 -
6.	<b>Columbia Park</b> per bid B2009-24 in its entirety	Three Thousand	\$ 3,000 -
7.	<b>Henderson Library</b> per bid B2009- 24 in its entirety	Three Thousand eight hundred fifty	\$ 3,850 -
8.	<b>Fire Station #1</b> per bid B2009- 24 in its entirety	Six Thousand two hundred	\$ 6,200 -
9.	<b>Southeast Library</b> per bid B2009-24 in its entirety	Five Thousand two hundred	\$ 5,200 -
10.	<b>Greenwood Recreation</b> per bid B2009- 24 in its entirety	N/A	N/A

Bidder's Proposal- page 1 of 2

Item	Description	Prices written in words	Total Bid per location
11.	<b>Torrance Park</b> per bid B2009-24 in its entirety	Two Thousand Nine hundred	\$ 2,900 -
12.	<b>Madrona Marsh</b> per bid B2009- 24 in its entirety	Five Thousand Nine hundred	\$ 5,900 -
13.	<b>Deportola Park Restroom</b> per bid B2009-24 in its entirety	Two Thousand two hundred	\$ 2,200 -
14.	<b>El Retiro Library</b> per bid B2009- 24 in its entirety	Three Thousand Nine Hundred fifty	\$ 3,950 -
15.	<b>Torrance Historical Museum</b> per bid B2009-24 in its entirety	Five Thousand One hundred fifty	\$ 5,150 -
16.	<b>Walteria Library</b> per bid B2009-24 in its entirety	Four Thousand	\$ 4,000 -
17.	<b>Total Bid (add up #1-#16)</b> per bid B2009-24 in its entirety	Sixty-four Thousand Six hundred dollars.	\$ 64,600 -

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

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

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

TONY PAINTING INC.

Contractor Name

ANTE MARIJANOVIC · PRESIDENT · CEO

Signer's Name and Title

Date: JULY 15, 2009

License No. & Classification 320164 - C-33

Address: 12812 VALLEY VIEW ST. STE 14 GARDEN GROVE, CA 92845

**References:**

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

1. Name(Firm/Agency): PLEASE SEE ATTACHED FORM  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_
  
2. Name(Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_
  
3. Name(Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_
  
4. Name(Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Work Performed: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion \_\_\_\_\_ Contract Amount:\$ \_\_\_\_\_

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

BIDDER'S AFFIDAVIT

ANTE MARIJANDVIC being first duly sworn, deposes and says:

1. That he/she is the PRESIDENT, CEO of TONY PAINTING INC.  
(Title of Office) (Name of Company)

hereinafter called "Bidder", who has submitted to the City of Torrance a bid for

EXTERIOR PAINTING OF VARIOUS CITY BUILDINGS ;  
(Bid Title)

- 2. That the bid proposal is genuine; that all statements of fact in the bid proposal are true;
- 3. That the bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
- 4. That the Bidder did not, directly or indirectly, induce solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw his bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other Bidder, or anyone else interested in the proposed contract;
- 5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any other Bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other Bidder or of anyone else interested in the proposed contract;
- 6. That the Bidder has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Bidder from considering any bid from any subcontractor or materialman, which is not processed through that bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;
- 7. That the Bidder did not, directly or indirectly, submit the Bidder's proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.
- 8. That the Bidder has not been debarred from participation in any state, federal or public works project.

Dated this 15 day of JULY, 20 09.

  
(Bidder Signature)

ANTE MARIJANDVIC · PRESIDENT · CEO  
(Title)



TONY PAINTING INC.

12812 Valley View St. Suite 14  
 Garden Grove, Ca. 92845  
 E-mail: tonypaintingsb@yahoo.com  
 Website: www.tonypaintinginc.com

License # 320164  
 Phone: (714) 899-5303  
 Fax: (714) 899-5305

**Completed Projects in the past five (5) years**

Client: Contact & Phone: Address: Description of Work: Completion Date: Magnitude \$

1. San Bernardino City Unified School District  
 Contact: Armando Tamayo  
 (909) 213-3882  
 777 North F Street  
 San Bernardino, CA 92410  
 Interior painting of four (4) District School Sites  
 Completed February 2007  
 Contract Price: \$ 165,720.00
  
2. Alvard Unified School District  
 Contact: Dennis Hadaway  
 (51) 509-5049  
 10365 Keller Avenue  
 Riverside, Ca. 92505  
 Exterior painting of thirteen (13) school sites  
 Completed May 2007  
 Contract Price: \$ 610,350.00
  
3. City of Beverly Hills  
 Contact: Norman Berzerowsky  
 (310) 285-5202 2502  
 345 N. Foothill Road  
 Beverly Hills, Ca. 90210  
 Interior painting of Crescent Drive Parking Structure  
 Completed June 2007  
 Contract Price: \$ 216,890.00
  
4. Temecula Valley Unified School District  
 Contact: Jim Miller  
 (951) 695-7115  
 31350 Rancho Vista Road  
 Temecula, Ca. 92592  
 Exterior painting of four (4) School Sites  
 Completed August 2007  
 Contract Price: \$ 81,950.00
  
5. Jurupa Unified School District  
 Contact: Bill Elzig  
 (951) 360-2704  
 4850 Pedley Road  
 Riverside, Ca. 92509  
 Exterior Painting of multiple school sites  
 Completed September 2007  
 Contract Price: \$ 218,500.00
  
6. Long Beach Unified School District  
 Contact: Beth A. Smith  
 (562) 663-3031 Phone  
 2201 East Market Street  
 Long Beach, CA. 90805  
 Exterior Painting at Gant, Butler & Gompers School  
 Completion Date: February 28, 2008  
 Contract Price: 134,470.00

**TONY PAINTING INC.**

12812 Valley View St. Suite 14  
Garden Grove, Ca. 92845  
E-mail: [tonypaintingsb@yahoo.com](mailto:tonypaintingsb@yahoo.com)  
Website: [www.tonypaintinginc.com](http://www.tonypaintinginc.com)

License # 320164  
Phone: (714) 899-5303  
Fax: (714) 899-5305

### Contractor References

- Desert Sands Unified School District  
47-950 Dune Palms Road, La Quinta, CA 92253  
Exterior Painting 2008-2009  
*Contract Price: \$ 180,000.00 (+)*  
Contact: John Loerke (760) 771-8551
  
- San Bernardino Unified School District  
777 North "F" Street San Bernardino, CA. 92410  
Exterior Painting 2006-2007  
*Contract Price :\$ 654,720.00*  
Contact: Armando Tamayo ( 909) 213-3882
  
- County of Riverside Educational Center  
3939 Thirteenth Street Riverside, CA 92502  
Interior/Exterior Painting 2003-2007  
*Contract Price: \$ 180,000.00 (+)*  
Contact: Tim Lopez (951) 453-1869
  
- Banning Unified School District  
350 E. Lincoln Street, Banning, Ca. 92220  
Exterior and Interior Painting at Various School Sites 2006-2007  
*Contract Price: \$300,000.00 (+)*  
Contact: Debbie Douglas (951) 922-0278
  
- Jurupa Unified School District  
4850 Pedley Road Riverside, Ca 92509  
Exterior Painting at 6 School Sites, 2007  
*Contract Price: \$218,500.00*  
Contact: Bill Elzig (951) 360-2704
  
- Temecula Valley Unified School District  
31350 Rancho Vista Road Temecula, Ca 92592  
Exterior Painting at 4 Schools Sites, 2007  
*Contract Price: \$ 81,950.00*  
Contact: Jim Miller (951) 695-7115

<b>ADDENDUM #1</b>
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CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2009-24

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**Bid for Exterior Painting of Various City Buildings**

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ADDENDUM # 1

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

CLARIFICATION: Unless specifically identified, information in the addendum will apply to all buildings.

CLARIFICATION: All previously painted surfaces are to be painted.

CLARIFICATION: Any modular buildings and storage containers are not in contract (N.I.C.).

CLARIFICATION: All picnic areas (tables and benches) are not in contract (N.I.C.)

DELETE: Greenwood Recreation Buildings are no longer included as part of this bid.

CLARIFICATION: Madrona Marsh Nature Center: The wood only (eaves and overhang) will need to be sealed with a water based penetrating sealer per manufacturer's directions. No other work will be done at the Madrona Marsh Nature Center.

CLARIFICATION: Wilson Park, central restrooms are located near the Hockey Rink.

CLARIFICATION AND ADDITION: Columbia Park: Storage and mower shed is located near Prairie Avenue- east side. Add second restroom located also on the east side of the park near Prairie Avenue. The original specified restroom is on the north-west side of the park near 186<sup>th</sup> street.

CLARIFICATION: North Torrance Structures: Tillim Senior Center and the North Torrance Community Center are basically one building even though they have two different addresses. North Torrance Library is located in same area in McMaster Park.

CLARIFICATION: Torrance Park: Equipment Storage/West Maintenance Building is west of the ball field near dugout. PIC/East Maintenance Building is east of the ball field near playground. Both restrooms are not in contract (N.I.C.)- one north side and one east side near playground.

June 23, 2009

**Please return this addendum with your bid proposal.**

I hereby acknowledge receipt of this addendum.

TONY PAINTING INC.  
Name of Company

12812 VALLEY VIEW ST. STE. 14  
Address

GARDEN GROVE CA 92845  
City State Zip Code

<b>ADDENDUM #2</b>
--------------------

CITY OF TORRANCE  
3031 Torrance Blvd.  
Torrance, CA 90503

BID NO. B2009-24

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**Bid for Exterior Painting of Various City Buildings**

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ADDENDUM # 2

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

CLARIFICATION: As stated at the job walk, this project is a non-prevailing wage project.

CLARIFICATION: Unless specifically identified, information in the addendum will apply to all buildings.

CLARIFICATION: As stated at the job walk, the bidder is responsible for properly verifying the square footage of the buildings listed and bidding accordingly. There will not be additional compensation from the City of Torrance for lack of understanding of the scope of work.

CLARIFICATION: Torrance Historical Society- As stated at the job walk, smooth stucco finish on building and doors not in contract (N.I.C.).

ADDITION: As stated on job walk, Fire Station #1 and Fire Station #3: The perimeter walls surrounding the facilities are included in the bid. The areas to be painted are the interior side and on top, areas that can be seen from the Fire Station. Hose Tower at Fire Station #3 is also included in the bid.

CLARIFICATION: Wilson Park, east restroom, patio cover with Wisteria plant. The plant is to remain in place and the bidder will be required to paint the columns and portions of the patio cover that are exposed.

STATEMENT: The City of Torrance will enforce the no spraying policy as stated in the specifications. The City of Torrance will also be checking the progress of work at each stage of the painting job. Preparation, patching, priming and painting (two coats).

July 13, 2009

**Please return this addendum with your bid proposal.**

I hereby acknowledge receipt of this addendum.

TONY PAINTING INC.  
Name of Company

12812 VALLEY VIEW ST. STE. 14  
Address

GARDEN GROVE CA 92845  
City State Zip Code