Council Meeting
December 15, 2009

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

Members of the Council:

SUBJECT: General Services - Approve a contract award with CA Construction for the Police Department Accessibility Upgrades.

Expenditure: $169,050

RECOMMENDATION

Recommendation of the General Services Director that the City Council:

1) Award a contract to CA Construction for $147,000 with a 5% contingency of $7,350 for the Police Department Accessibility Upgrades (FEAP #657).
2) Approve a 10% project management fee of $14,700.

Funding Funding is available in the Police Department Accessibility Upgrades (FEAP #657).

BACKGROUND

The Americans with Disabilities Act was signed into law in 1990. While the City has made progress in upgrading facilities after 1990, areas remain that require modification to achieve ADA compliance. It was recommended that facilities will be modified in order of highest public use. Projects scheduled include renovation of Human Resources, branch library restrooms, and areas within City Hall, East Annex and West Annex.

In addition to those listed above, the Police Department was also recommended. The Police Department accessibility upgrades general scope of work involves additional handicap parking, modifying the public restroom, and main lobby counter, as well as altering the detective, juvenile diversion and traffic counters, changing a holding cell into an accessible holding cell, altering an existing visitor booth and bail counter.

ANAYLYSIS

Staff formally bid the project (B2009-42) and received the following six bids.

Avi-Con dba CA Construction	$147,000
D'Escoto West, Inc.	$169,957
Action Contractors	$173,659
Brej Construction	$177,000
Jenn/Matt, Inc.	$187,554
Paul White General Contractor	$188,583

The bids came in within the range of the project estimate of $175,000. Staff reviewed CA Construction costs, references, licenses, and experience and determined the bid and the company meet the bid requirements and job scope.

Therefore, the General Services Director recommends City Council award a contract to Avi-Con dba CA Construction for $147,000 with a 5% contingency of $7,350 for the Police Department Accessibility Upgrades (FEAP #657).

Respectfully submitted,

SHERYL BALLEW
General Services Director

By Diane Megerdichian
Business Manager

CONCUR:

Sheryl Ballew
General Services Director

LeRoy J. Jackson
City Manager

Attachment A: Avi-Con dba CA Construction Contract

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of December 15, 2009, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Avi-Con Inc. dba CA Construction.

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the specifications prepared for the City of Torrance by Withee Malcolm Architects;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the Torrance Police Department Accessibility Upgrades, Notice Inviting Bids No. **2009-42** (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. <u>SERVICES TO BE PERFORMED BY CONTRACTOR</u>

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. <u>TERM</u>

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for one year from the Effective Date.

3. <u>COMPENSATION</u>

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 $ 147,000, unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

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

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the

CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

C. Termination for Breach of Law.

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

5. FORCE MAJEURE

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

6. RETENTION OF FUNDS

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

7. THE CITY'S REPRESENTATIVE

Tom Kelly, 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
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

_____
Frank Scotto, Mayor

Avi-Con Inc. dba CA Construction
A California Corporation

By: _____
Charles Avila
President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL
B 2009-42

Company: AVI-CON, Inc. dba CA Construction
Base Bid: $147,000.00

TORRANCE POLICE DEPARTMENT ACCESSIBILITY UPGRADES

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 Withee Malcolm Architects 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- 42 in its entirety	One hundred forty seven thousand dollars and no cents	$147,000.00

Assignment of Contractor's values:

Item	*Description*	Total Amount
Division 01	General Requirements:	$ 17,000.00
Division 02	Site Work:	$ 6,500.00
Division 03	Concrete:	$ 14,000.00
Division 04	Masonry:	$ 7,000.00
Division 05	Metals:	$ N/A
Division 06	Wood and Plastics:	$ 12,000.00
Division 07	Thermal and Moisture Protection:	$ 3,000.00
Division 08	Doors and Windows:	$ 31,000.00
Division 09	Finishes:	$ 32,500.00
Division 10	Specialties:	$ 5,000.00
Division 11	Equipment:	$ N/A
Division 12	Furnishings:	$ N/A

Division 13	Special Construction:	N/A
Division 14	Conveying Systems:	N/A
Division 15	Mechanical:	$ 4,000.00
Division 16	Electrical:	$15,000.00 ~~$21,000.00~~
TOTAL	ALL ITEMS INCLUDED IN LUMP SUM BID	$ 147,000.00

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

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

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

Charles Avila
Contractor Name

CEO/President
Signer's Name and Title

Date: 11/12/09 License No. & Classification 588602 A, B, D06

Address: 981 Iowa Ave, Suite A, Riverside, CA 92507

STATE OF CALIFORNIA }
}
COUNTY OF Riverside }

CONTRACTOR'S AFFIDAVIT

B 2009-42

TORRANCE POLICE DEPARTMENT ACCESSIBILITY UPGRADES

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

1. That he/she is the President/CEO
Title
of AVI-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 9 day of November, 2009.

Subscribed and Sworn to
before me this 9 day
of November, 2009.

(attached)
Notary Public in and for said
County and State.
(Seal)

(Contractor)

president / CEO
(Title)

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 9th day of November, 2009, by Charles Avila,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

CARRISSA ELYSE TREJO
COMM. #1816975
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Oct. 11, 2012

(Seal) Signature

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: Glass and Door Designs.

License Number: 754321.
Address of Office, Mill or Shop: 13045 Park Street Santa Fe Springs, CA 90670

Percentage of Total Contract ~~10~~ WC 15%

Specific Description of Sub-Contract: Glass, Glazing aluminum frames and bullet resistant assemblies

Name Under Which Subcontractor is Licensed: Stanley Security Solutions

License Number: ~~312054~~ 248059.
Address of Office, Mill or Shop: 783 Lafayette Ave Suite E, Riverside, CA 92507

Percentage of Total Contract 9%.

Specific Description of Sub-Contract: Electrical and Security Systems Design Build

Name Under Which Subcontractor is Licensed: CWMC Painting

License Number: 928619.
Address of Office, Mill or Shop: 1173 Normandie Rd Beaumont, CA 92223

Percentage of Total Contract 2%.

Specific Description of Sub-Contract: Painting and Coatings

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: Stanley Security Solutions

* License Number: 848019.
Address of Office, Mill or Shop: 783 Palmyrita suite E Riverside CA. 92507

Percentage of Total Contract 17%.

Specific Description of Sub-Contract: Spec Section 16750 Security Systems (Design Build)

Name Under Which Subcontractor is Licensed: Sorenson Plumbing

License Number: 454655.
Address of Office, Mill or Shop: 7009 Mantova Place Alta Loma, CA 91701

Percentage of Total Contract .47%

Specific Description of Sub-Contract: Install plumbing fixtures as needed

Name Under Which Subcontractor is Licensed: RLH Fire Protection

License Number: 777717.
Address of Office, Mill or Shop: 16735 Saticoy St. #110 Van Nuys, CA 91406

Percentage of Total Contract 0% - 2% Max

Specific Description of Sub-Contract: Fire Sprinklers

Name Under Which Subcontractor is Licensed: South West Industrial Door, Inc

License Number: 726936.
Address of Office, Mill or Shop: ~~726936~~ 11832½ Alondra Blvd. Norwalk CA 90650

Percentage of Total Contract 1%.

Specific Description of Sub-Contract: Over head Coiling Doors.

Name Under Which Subcontractor is Licensed: Mallach's

License Number: 49977.
Address of Office, Mill or Shop: 26796 Vista Terrace, Lake Forest, CA 92630

Percentage of Total Contract ~~[illegible]~~ .9%

Specific Description of Sub-Contract: Flooring and Ceramic Tile

Name Under Which Subcontractor is Licensed: C & T Industries

License Number: 811582.
Address of Office, Mill or Shop: 4080 E Mission Blvd, Montclair, CA 91763

Percentage of Total Contract 5%.

Specific Description of Sub-Contract: Cabinets, Casework, and Countertops

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.

REFERENCES

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

1. Name(Firm/Agency): See attached
   Address: See attached
   Contact Person: See attached Telephone No.: _____
   Title of Project: See attached
   Project Location: See attached
   Date of Completion See attached Contract Amount:$ See attached

2. Name(Firm/Agency): See attached
   Address: See attached
   Contact Person: See attached Telephone No.: See attached
   Title of Project: See attached
   Project Location: See attached
   Date of Completion See attached Contract Amount:$ See attached

3. Name(Firm/Agency): See attached
   Address: See attached
   Contact Person: See attached Telephone No.: _____
   Title of Project: See attached
   Project Location: See attached
   Date of Completion See attached Contract Amount:$ See attached

4. Name(Firm/Agency): See attached
   Address: See attached
   Contact Person: See attached Telephone No.: See attached
   Title of Project: See attached
   Project Location: See attached
   Date of Completion See attached Contract Amount:$ _____

CA CONSTRUCTION

Completed Projects

Name: Magnolia Fire Station #3
Owner: City of Riverside
Contact: Chris Sauve
Title: Project Coordinator
Address: 6395 Riverside Ave, Riverside, CA 92501
Phone: 951-351-6137
Fax: 951-351-6031
Contract Amount: $683,000.00
Completion Date: November 2009
Type: Upgrade and Improvements to the Magnolia Fire Station

Name: Department of Education Administration Building; Riverside School for the Deaf
Owner: State of California
Contact: Tom Wells
Title: Architect
Address: 3040 Horace Street, Riverside, CA 92506
Phone: 916-375-4215
Fax: 916-375-4196
Contract Amount: $257,000.00
Completion Date: November 2009
Type: Interior Remodel and Modernization

Name: Woodcrest Library
Owner: County of Los Angeles
Contact: Maureen Ng
Title: Project Manager
Address: 1340 West 106th Street, Los Angeles, CA 90044
Phone: 323-260-3473
Fax: 323-266-5930
Contract Amount: $566,219.00
Completion Date: August 2009
Type: Renovation to existing public library facility

Name: Lincoln Firing Range Tenant Improvement and HVAC Upgrades
Owner: City of Riverside
Contact: Ray Perez
Title: Project Coordinator
Address: 8181 Lincoln Ave, Riverside, CA 92504
Phone: 951-660-4228
Contract Amount: $237,300.00
Completion Date: April 2009
Type: Tenant Improvement, HVAC, and Electrical Upgrades

Name: The Farm Bureau
Owner: City of Rialto
Contact: Patrick Goode
Title: Project Manager
Address: 131 S. Riverside Ave, Rialto, CA 92376
Phone: 562-908-6288
Fax: 562-695-2120

Contract Amount: $18,000.00
Completion Date: January 2009
Type: Exterior Facade Improvements

Name: Francisco Estudillo Mansion Restoration
Owner: City of San Jacinto
Contact: Steven Pasarow
Title: Redevelopment Operations Manager
Address: 150 South Dillon Street, San Jacinto, CA 92583
Phone: 951-487-7320
Contract Amount: $267,550.00
Completion Date: March 2009
Type: Historic Restoration of Residential Land Mark Dated Between 1885-1901

Name: LACCD Child Development Center (Parking Lot, Playground, Landscaping, etc.)
Owner: Los Angeles Community College District
Contact: Emilio Ramirez
Title: Senior Project Engineer
Address: 885 N Vermont Ave, Los Angeles, CA 90029
Phone: 323-286-2690
Contract Amount: $749,000.00
Completion Date: October 20, 2008
Type: New Construction of Exterior Site Work

Name: UCR Surge 339; Campus Health Center; Humanities and Social Science Rooms
Owner: University of California, Riverside
Contact: Carmen Long
Title: Project Coordinator
Address: Chancellor Department, Ste 339 & 345, Riverside, CA 92506
Phone: 951-827-4590
Fax: 951-827-4596
Combined Contract Amount: $168,750.00
Completion Date: August 2008
Type: Office Renovations and Remodel

Name: Riverside Community College Spruce Office
Owner: Riverside Community College
Contact: Edward Goodwin
Title: Project Manager
Address: 4800 Magnolia Ave, Riverside, CA 92506
Phone: 951-222-8677
Contract Amount: $79,000.00
Completion Date: March 2008
Type: Renovation of interior office space

Name: Council Chambers II
Owner: City of Perris
Contact: Bob Greig
Title: Project Manager
Address: 101 N "D" St, Perris, CA 92570
Phone: 714-342-0416
Contract Amount: $1,800,000.00

Date: July 2008
Type: Restoration/Renovation to City Council Chambers

Name: Council Chambers I
Owner: City of Perris
Contact: Bob Greig
Title: Project Manager
Address: 101 N "D" St, Perris, CA 92570
Phone: 714-342-0416
Contract Amount: $2,100.000.00
Date: June 2007
Type: Restoration/Renovation to City Council Chambers

Name: Riverside Public Library
Owner: City of Riverside
Contact: Christina Guerrero
Title: Project Manager
Address: 3581 Mission Inn Ave, Riverside, CA 92501
Phone: 951-334-9304
Fax: 951-351-6052
Contract Amount: $116,000.00
Completion Date: April 2007
Type: Interior modifications to existing public library

Name: Tamale Factory
Owner: La Finca
Contact: Josephine Hornback
Title: Project Manager
Address: 3663 Main St, Riverside, CA 92501
Phone: 951-781-8055
Fax: 951-342-3016
Contract Amount: $4,000,000.00
Completion Date: July 2006
Type: New Construction-Historical Appeal Blended to Match the Historical Mission Inn

Project Name: Bob Glass Gymnasium
Owner: City of Perris
Contact: Debbie Shields
Title: Project Coordinator
Phone: 951-443-1029
Fax: 951-943-3293
Project Address: 101 N D St, Perris, CA 92570
Contract Amount: $2,295,095.00
Completion Date: February 2005
Type: Restoration, Renovation, & Addition to the Bob Glass Gymnasium

Name: Rialto Façade
Owner: City of Rialto
Contact: Patrick Goode
Title: Project Manager
Address: 131 S. Riverside Ave, Rialto, CA 92376

Phone: 562-908-6288
Fax: 562-695-2120
Contract Amount: $344,000
Completion Date: March 2008
Type: Renovation and Façade Improvements on Rialto Shopping Center

Current Projects

Project Name: Orange County Sanitation District
Owner: Orange County Sanitation District
Description of Work: Misc Offices and Building Improvements
Completion Date: October 2009
Status: 91%
Estimated Dollar Amount: $673,000.00

Project Name: Riverside City Hall Modernization Phase III
Owner: City of Riverside
Description of Work: Improvements to Council Chambers
Completion Date: September 2009
Status: 90%
Estimated Dollar Amount: $571,000.00

Project Name: 1617 Mission Ave-Oceanside
Owner: City of Oceanside
Description of Work: Remodel of Oceanside Police Department
Completion Date: January 2010
Status: 70%
Estimated Dollar Amount: $749,000.00

Project Name: One Stop Permit Center
Owner: City of Torrance
Description of Work: Renovation of Existing Public Works Facility
Completion Date: February 2010
Status: 8%
Estimated Dollar Amount: $843,000.00

Project Name: Beverly Hills Public Works Facility First Floor Remodel
Owner: City of Beverly Hills
Description of Work: Remodel of Existing Public Works Facility
Completion Date: December 2009
Status: 65%
Estimated Dollar Amount: $772,000.00

Project Name: Beverly Hills Fire Station No.1 Renovation
Owner: City of Beverly Hills
Description of Work: Renovation of existing Fire Station
Completion Date: January 2010
Status: 25%
Estimated Dollar Amount: $892,000.00

Project Name: Rehabilitation of Fire Station #4
Owner: Ontario
Description of Work: Renovation of existing Fire Station
Completion Date: **Early** January 2010
Status: 50%
Estimated Dollar Amount: $495,625.00

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, D06

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):

NAME	TITLE	LICENSE NO.
Charles Avila	President	588602
Naomi Avila	Vice President	
Jacob Avila	Secretary	

ADDENDUM #1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2009-42

Bid for Police Department Accessibility Upgrades

ADDENDUM # 1

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

BID OPENING REMAINS THURSDAY, NOVEMBER 12, 2009 BY 2:00 PM IN THE CITY CLERK'S OFFICE.

ADD: The work will be done in two phases. The bidder will have (30) thirty calendar days to complete the jail area and (60) sixty calendar days to complete the remainder of the project (including but not limited to: property room, juvenile diversion, restrooms, and lobby areas, parking, and front walkway etc). Overall project timeline remains 90 calendar days from receipt of Notice to Proceed as stated in the specifications.

ADD: As part of the security procedures for the Police Department, All on site workers will need to have their fingerprints taken (Livescan) and pass a background check to be allowed onsite. This will require an appointment and cost per person is $53.00.

CLARIFY: Staging of materials, equipment will be in back (south) within the compound walls near the loading dock area. Dumpster and temporary material deliveries will be located in front of Police Department.

DELETED: In Juvenile Diversion of the Police Department, the flooring has been deleted from the bid.

CLARIFY: For security and safety of patrons and staff, temporary construction walls will be required to in both the jail area (up to the ceiling) and in the lobby areas.

Below are questions that were raised to the bidding period and the corresponding answers.

1. There is a through-curb drain under the portion of existing sidewalk that is to be reconfigured for the accessible parking stall curb ramp (Details 9 & 10 /A1-01). Is the intent to relocate the drain line?

Response: No. Your bid should assume the drain pipe is to remain. The details have been modified to reflect this condition and the **revised details are attached**. Care should be taken in the removal & re-pouring of the walk and curb to protect the pipe in place from damage. We ask that as part of your bid you submit a separate alternate cost for the replacement of the portion of pipe under the sidewalk,from the retaining wall to the curb (approximately 4'-8" long), in case during the removal of the walk, the pipe is found to be in poor condition.

2. Provide direction on the relocation of the telephone in the accessible holding cell since the wall is fully grouted.

Response: There is a large access chase located behind the phone.

3. Can you clarify the extent of the metal mesh for the reinforced gypsum board ceilings at the Visitor Area?

Response: Based on the details available from the original building plans, the mesh reinforced portion of the gypsum board ceiling in that area is currently limited to the visiting booths themselves (the areas currently with gypsum board ceilings not covered by the acoustical tile). The extent of the metal mesh reinforced gypsum board ceilings in the reconfigured Visiting Area is also to be limited to the visiting booths.

November 4, 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

987 Iowa Ave, Suite A
Address

Riverside, CA 92507
City State Zip Code