

Council meeting of
April 13, 2010

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

Members of Council:

**SUBJECT: Public Works - Award a Public Works Agreement for the construction of the Wilson Park Pond Renovation, FEAP No. 709.
Expenditure: \$166,320**

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve and adopt the plans and specifications for the Wilson Park Pond Renovation (B2010-03) on file in the City Clerk's Office; and
2. Award a Public Works Agreement to the lowest bidder, Condor, Inc., in the amount of \$158,400.00; and
3. Authorize a 5% contingency in the amount of \$7,920.00.

Funding

Funding is available from Prop 40 and the General Fund, FEAP No. 709.

BACKGROUND/ANALYSIS

The Wilson Park pond was originally constructed in 1978 and consisted of a poured-in-place concrete wall perimeter with a Bentonite bottom. The intent of the pond was to provide a water feature for enjoyment of park visitors. The pond is surrounded with a concrete sidewalk and amenities that include typical park benches, tables and BBQ boxes.

The pond was designed with minimal water circulation. The pond became more difficult to maintain with the introduction of various species of fish, ducks and pond turtles left by the public. The pond also lies in the confines of an active waterfowl flyway and has served as a way-station for many ducks during the migration seasons.

The pond, as designed, is not meeting the anticipated goals for the park area and visitors and is in need of remedial work. In preparation for this renovation, the pond was

drained and the Bentonite floor removed, leaving the pond perimeter concrete walls and the roughly graded soil bottom that currently exists. A contractor was hired to renovate the existing pumps and to add large strainer baskets and piping to four newly purchased fountain heads. The only portion of this original contract remaining is the placement of the piping to the new fountain heads.

The goal of the Wilson Park Pond Renovation is to provide a long-term renovation solution that will result in a pleasant pond environment for the park visitors and a maintainable body of water for City maintenance staff.

The funding from Prop 40 was awarded in 2004. The contract award money is based on a per capita grant and is allocated by the State. The \$200,000 allocation for the pond project is required to be spent before the end of the year.

The scope of work includes: demolition of a portion of the pond wall at the interface with the south pond water feature; demolition and reconfiguration of a portion of existing sidewalk; rough and fine grading; underground piping; pond membrane liner; a concrete veneer; a new pump; fountain nozzles and informational signs.

The City received two bids for this project. The bids were \$158,400.00 and \$164,500.00. The low bid is from Condor, Inc. Staff has checked their references and found them to be satisfactory. Staff is recommending award of a Public Works Agreement to Condor, Inc.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director



By John Dettle
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachment: A. Public Works Agreement

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of April 13, 2010 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Condor, Inc. ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct Wilson Park Pond Renovation;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of Wilson Park Pond Renovation, Notice Inviting Bids No. B2010-03 (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 Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

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

3. COMPENSATION

- A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this

Agreement, exceed the sum of \$158,400 ("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 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 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

The Public Works Director 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:

Earl Weiss, Secretary/Treasurer

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 Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers 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. Combined single limits of \$2,000,000 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 \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
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 ("City of Torrance"), the Redevelopment Agency of 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.

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

Condor, Inc.
a California Corporation

Frank Scotto, Mayor

By: _____
Earl Weiss, CFO

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

THIS DOCUMENT IS FOR REFERENCE ONLY AND IS INTENDED TO PROVIDE PROSPECTIVE BIDDERS AND SUBCONTRACTORS A LISTING OF THE ACTUAL BID ITEMS AND QUANTITIES FOR THIS PROJECT.

THE OFFICIAL AND REQUIRED BIDDER'S PROPOSAL FORMS MUST BE OBTAINED AT THE OFFICE OF THE CITY CLERK (310) 618-2870, CITY HALL, 3031 TORRANCE BOULEVARD, TORRANCE, CALIFORNIA, AT NO COST IF PICKED UP AT CITY HALL, OR PAYMENT OF \$5 IF REQUESTED BY MAIL. THE AMOUNT INCLUDES TAX AND IS NOT REFUNDABLE.

Wilson Park Pond Renovation
FEAP No. 709
B2010-03

BID SCHEDULE- FOR REFERENCE ONLY

ITEM NO.	ITEM DESCRIPTION	SPEC	QTY.	UNIT OF MEASURE	UNIT PRICE	TOTAL BID
SECTION 1 - GENERAL REQUIREMENTS						
1	MOBILIZATION (15% MAX)	9-3.4.1	1	LS	\$ 11,400 -	\$ 11,400 -
2	DEMOLITION & REMOVALS REQUIRED FOR NEW CONSTRUCTION		1	LS	\$ 12,000 -	\$ 12,000 -
3	UNCLASSIFIED EXCAVATION (500 CY)		1	LS	\$ N/A	\$ N/A
4	PLACEMENT, GRADING AND COMPACTION OF FILL (EXIST. DEPTH 3 TO 4 FEET-NEED TO RAISE IT UP TO 1.25 TO 1.5 FEET)		1,200	CY	\$ 10.00 -	\$ 12,000 -
5	SURVEYING		1	LS	\$ N/A	\$ N/A
6	INLET & OUTLET & FOUNTAIN PIPE SYSTEM		1	LS	\$ 35,000	\$ 35,000
7	CONSTRUCTION OF NEW POND LINER	6-1.5	1	LS	\$ 70,000	\$ 70,000
8	SIDEWALK BRIDGE		1	LS	\$ 12,000	\$ 12,000
9	NEW EQUIPMENT COMMISSIONING (START UP)		1	LS	\$ 6,000	\$ 6,000

---END OF BID SCHEDULE---
FEAP No. 709, B2010-03

BIDDER'S PROPOSAL (Continued) FEAP No. 709, B2010-03

TOTAL BID PRICE \$ 158,400
 (Figures)*

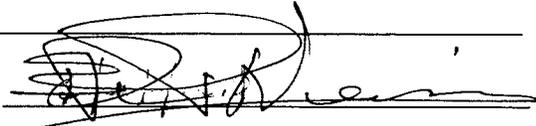
TOTAL BID PRICE: One Hundred Fifty Eight Thousand, Four Hundred dollars.
 (Words)*

***BID MAY BE REJECTED IF TOTAL IS NOT SHOWN IN FIGURES AND WORDS.**

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit 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 unit 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 items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

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.

Contractor: CONDOR, INC.
 Date: 3/24/2010 By: 
 Contractor's State License No. 812288 Class A, B, C53
 Address: 3000 Durfee Avenue, El Monte, CA 91732
 Phone: (626) 455-0050
 Fax: (626) 455-0070

ACKNOWLEDGMENT OF ADDENDA RECEIVED – FEAP NO. 709, B2010-03

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

Addendum No. 1 X

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Addendum No. 7

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.


Bidder's Signature EARL WEISS, CFO

3/24/2010
Date

CONTRACTOR'S AFFIDAVIT – FEAP No. 709, B2010-03

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

EARL WEISS, being first duly sworn, deposes and says:

1. That he is the SECRETARY / TREASURER
Title

of CONDOR, INC.
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of Wilson Park Pond Renovation, FEAP No. 709, B2010-03;

- 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 24th day of MARCH, 2010.

Subscribed and Sworn to before me this 24th day of MARCH, 2010.

CONDOR, INC.
 (Contractor)
SECRETARY / TREASURER
 (Title)

Maria Alegria A. Chan
 Notary Public in and for said County and State.
 (Seal)



LIST OF SUBCONTRACTORS
FEAP No. 709, B2010-03

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). The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations) part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Name Under Which Subcontractor is Licensed: Superior Gunite

Subcontractor's Address: 12306 Van Nuys Blvd., Lakeview Terrace, CA 91342

Specific Description of Sub-Contract: shotcrete

License Number: 370034 CA License Classification/Type: C31, D06, C53, A, B

Name Under Which Subcontractor is Licensed: Alliance Landscaping and Water Features

Subcontractor's Address: 240 Elliott Rd., Henderson NV 89011

Specific Description of Sub-Contract: Liner

License Number: 857990 CA License Classification/Type: C27

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Subcontractors listed 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 (PAGE 1 OF 2)
FEAP NO. 709, B2010-03

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

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

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

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

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

REFERENCES (Continued) Page 2 of 2

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed
SEE ATTACHED		

Contractor's License No.: 812288 Class: A, B, C53

a. Date first obtained: 9/09/2002 Expiration 9/30/2010

b. Has License ever been suspended or revoked? NO

If yes, describe when and why: N/A

c. Any current claims against License or Bond? NO

If yes, describe claims: N/A

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>FRED WEISS</u>	<u>PRESIDENT/CEO</u>	
<u>EARL WEISS</u>	<u>SEC./TREASUR/CFD</u>	

CONDOR, INC.

FRED & EARL WEISS

PROJECT NAME	PROJECT TYPE	OWNER	YEAR	CONTACT	PHONE	Value
Crafton Hills College Pool	New 50MT Pool	Crafton Hills CCD	2010	Tilden-Coil (Matt Breyer)	909-389-4646	\$ 1,094,000
Norte Vista HS	Major Pool Renovation	Alvord USD	2009	ROWLEY INT'L (Dr. Rowley)	310-377-6724	\$ 398,000
Cuyama Aquatics Complex	2 New Swimming Pools	Santa Barbara County	2009	S.J. Deferville Const., Mark Sorum	805-925-2988	\$ 430,000
UCSD Canyonview Pool	50MT Pool Renovation	Regents UC- San Diego	2009	K. Lord, Project Mgr.	858-534-2177	\$ 661,500
Veterans Memorial Park Fountain	New Fountain	City of Alhambra	2009	Melissa Ramos, Proj. Mgr.	805-777-8450	\$ 73,643
McCambridge Park Pool	50MT Pool Renovation	City of Burbank	2009	JONES & MADHAVAN (DOUG JONES)	805-777-8449	\$ 207,290
Park La Brea Aquatic Center	New Pool, Spa & Pool Rehab	Park La Brea	2009	Trojan Construction (Jack	562-693-5375	\$ 320,000
Palos Verdes Beach Club	New Hydrotherapy Pool	P. V. Beach Club	2009	ROWLEY INT'L (Dr. Bill Rowley)	310-377-6724	\$ 262,179
CSUN- University Student Union Pool	Major Pool Renovation	Cal State University	2009	Grant Rockfellow, Project Mgr.	818-220-0944	\$ 132,000
San Dimas Raquet Club Plaster	Major Pool Renovation	City of San Dimas	2009	AQUATIC DESIGN GRP (JOE BAILEY)	760-438-8400	\$ 49,300
415 Pacific Coast Highway	Historical Pool Renovation	City of Santa Monica	2008	ROWLEY INT'L (Dr. Rowley)	310-377-6724	\$ 487,000
Santa Monica Quad Fountains	2 New Fountains	Santa Monica College	2008	Trimax Construction (Dar Rahimian)	310-312-8200	\$ 620,000
Roy Campanella Park	Pool Renovation & Splash Pad	L.A. County P.W.	2008	Angeles Contractors (Ryan Ang)	714-443-3655	\$ 62,943
Enterprise Park Pool	Major Pool Renovation	L.A. County P.W.	2008	GB Construction (KC Kim)	213-365-8600	\$ 446,000
Bassett High School	25MT Pool Renovation	Bassett USD	2008	Wilson Vasconez	626-390-6555	\$ 86,800
Fontana Park & Jessie Turner Park	New Fountains	City of Fontana	2008	Douglas Barnhart (Greg Hood)	909-427-9546	\$ 616,264
Los Banos Pool	50 MT Pool Renovation	City of Santa Barbara	2008	Adam Ziets	805-897-1981	\$ 381,900
Santa Anita Park Pool	Major Pool Renovation	City of Santa Ana	2008	Bill O'Conner, CPM	714-647-5318	\$ 48,550
Malibu High School	25 MT Pool Renovation	Santa Monica-Malibu USD	2008	Terry Kamibayashi	310-450-8338	\$ 220,800
Biosolids Sump TIRE Project	Concrete Sump Vaults	Terralog Technologies	2008	Kang	626-305-8460	\$ 64,300
Beverly Hills Garden Fountain	New Fountains	City of Beverly Hills	2008	Alan Schnieder	310-285-1188	\$ 132,412
Moreno Valley High School	25MT & Diving Pool Rehab	Moreno Valley USD	2008	Bill Scott, Project Mgr.	951-571-7799	\$ 212,000
Valley View High School	50MT & Training Pool Rehab	Moreno Valley USD	2008	Bill Scott, Project Mgr.	951-571-7800	\$ 268,400
Palm Springs Swim Center	50MT Pool Renovation	City of Palm Springs	2008	Mike Lytar, City Manager	760-323-8734	\$ 241,385
Mona Park Pool	Major Pool Renovation	L.A. County P.W.	2008	Angeles Contractors (Ryan Ang)	714-443-3655	\$ 429,000
Geo. Washington Carver Park	Major Pool Renovation	L.A. County P.W.	2007	Angeles Contractors (Ryan Ang)	714-443-3655	\$ 396,000
Pleasant Valley	Pool Renovation & Splash Pad	City of Camarillo	2007	JONES & MADHAVAN (DOUG JONES)	805-777-8449	\$ 629,000
Rialto Indoor Municipal Pool	Major Pool Renovation	City of Rialto	2007	William Jernigan, Purchasing	909-820-2539	\$ 68,300
Loma Alta Park	Major Pool Renovation	L.A. County P.W.	2007	Makone Development (Matt Dugan)	c.213-792-1974	\$ 430,295
McCormick Park Pool	Major Pool Renovation	City Lakewood	2007	AQUATIC DESIGN GRP (JOE BAILEY)	760-438-8400	\$ 142,396
Esperanza High School	Major Pool Renovation	Placentia USD	2006	Frank Nance - Director of Maint.	714-231-3413	\$ 548,479
Repllier Park Aquatic Center	New Activity Pool	City Beumont	2006	ASR Constructors- Mark Berry	951-779-6580	\$ 710,000
Helen Keller Park Pool	25 MT Pool Renovation	L.A. County P.W.	2006	Makone Development (Matt Dugan)	c.213-792-1974	\$ 870,294
F.D. Roosevelt Park Pool	Major Pool Renovation	L.A. County P.W.	2006	Makone Development (Matt Dugan)	c.213-792-1974	\$ 449,052
El Dorado H.S. Pool	Major Pool Renovation	Placentia USD	2006	Frank Nance - Director of Maint.	c.714-231-3413	\$ 128,600
Santa Ana Fountain Renovation	Fountain Renovation	City of Santa Ana	2006	ED TOREZ -- City engineer	714-647-5018	\$ 238,000
Repair Leak & Refinish Pool NEBO	Major Pool Renovation	US Marine Corps	2006	Hal Hays Construction	951-788-0703	\$ 81,500
USC-MacDonalds Swim Stadium	Dive Pool Renovation	University of So.CA	2006	ROWLEY INT'L (RON BRAVO)	310-377-6724	\$ 314,132
				USC Rob Jamieson -- Dir. Facilities	c.213-479-8777	
Glen Ivy Spa	Hydrotherapy Pool	Glen Ivy	2006	E. Reason - Gen. Eng. Contractor	949-361-1515	\$ 85,000
Santa Paula H.S. Pool Renovation	Major Pool Renovation	Santa Paula USD	2006	Francine Torrigiani - Director	805-525-0988	\$ 52,400
Norco Pool renovation	Major Pool Renovation	City of Norco	2006	ARCH PAC (KEN MOELLER)	760-603-1200	\$ 158,112
				City of Norco -- Brian Petree	951-270-5632	
Barker Park Pool	25 MT Pool w/Diving Area	City of Wasco	2006	WASCO - (DANIEL ESPITIA)	661-978-8719	\$ 421,072

Norwalk Aquatic Pavilion	25 MT POOL W/DIVING	City of Norwalk	2005	HARBOR CONST. (DON DESJARDIN)	949-788-0622	\$ 548,719
Cerritos Swim & Fitness Center	50 MT Pool Renovation	City of Cerritos	2005	Cerritos Redevelopment Agency	562-916-1227	\$ 193,025
Ventura High School Pool Rehab	Major Pool Renovation	Ventura USD	2005	Doug Kellam AQUATIC DESIGN GRP (JOE BAILEY)	760-438-8400	\$ 324,500
Flintridge Sacred Heart Pool	Major Pool Renovation	Sacred Heart Academy	2005	Kathleen Putnam Dir. Purchasing	805-641-5000 x-1251	
Reid Park Pool Renovation	Major Pool Renovation	City of Riverside	2005	Diane Boyesen -- Director	626-616-0710	\$ 50,000
USC-MacDonalds Swim Stadium	50 MT Pool Renovation	University of So.CA	2005	JONES & MADHAVAN (DOUG JONES)	805-777-8449	\$ 149,900
Kaufman Pool Renovation UCLA	Major Pool Renovation	Regents Univ. CA	2005	Bud Fish -- City Project Mgr. ROWLEY INT'L (RON BRAVO)	951-840-8413	\$ 463,053
La Sierra H.S. Pool Renovation	25 YD Pool Renovation	Alvord USD	2004	USC Rob Jamieson -- Dir. Facilities	310-377-6724	\$ 666,041
Westmont College Pool Rehab	25 YD Pool Renovation	Westmont College	2004	ROWLEY INT'L (RON BRAVO)	c.213-479-8777	
Olympic Trials 2- 50 MT Pools	Two 50 MT Pools	City of Long Beach	2004	Jerry Markham -- Proj Mgr.	310-825-4729	
Military Pool Renovation	25 YD Pool Renovation	USMCCorps	2004	ROWLEY INT'L (RON BRAVO)	310-377-6724	\$ 365,691
Porterville Municipal Pool Renovation	Multi-Use Pool w/Play Features	City of Porterville	2004	ROWLEY INT'L (RON BRAVO)	310-377-6724	\$ 337,223
East L.A. College Filter Project	Mechanical System	ELAC	2004	DWR CONST. (DOUG ROBERTS)	714-404-1734	\$ 195,000
Villa Palma D'Oro	Pool, Spa & Wading Pool	Private	2004	ALL CITIES ENTER. (DON BEARDSHEAR)	760-256-3950	\$ 58,700
Cabrillo Aquarium	Marine Aquarium Piping System	City of L.A.	2003	WEBB&SON - (DERON JOHNS)	559-784-2951	\$ 404,000
Sepulveda Rec. Center Slide & Pool	SPLASH POOL & SLIDE	City of L.A.	2003	JONES & MADHAVAN (DOUG JONES)	805-777-8449	\$ 142,396
			2003	STEWART 4- (DOUG STEWART)	714-435-0913	\$ 278,612
			2003	FTR INTN'L -(NIZAR KATBI)	949-263-8170	\$ 175,000
			2003	CITY OF L.A. (RICHARD CHANG)	213-847-8285	\$ 263,761

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: NO Federal/State: NO

If "yes," identify and describe, (including agency and status): N/A

Have the penalties been paid? Yes/No: N/A

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: NO Code/Laws: N/A Section/Article:

If "yes," identify and describe, (including agency and status):

N/A

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state or local project because of a violation of law or a safety regulation? Yes/No: NO. If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity? Yes/No: _____

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: March 10, 2010

TO

PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE RENOVATION OF

WILSON PARK POND, FEAP NO. 709

B2010-03

Please note the following changes and/or additions to the Plans and Specifications for the project indicated above. The bidder shall execute the certification at the end of this addendum, and shall **attach the addendum to the Contract Documents submitted with the Bid**. In addition, the bidder shall fill out and submit the "Acknowledgment of Addenda Received" Form provided in Section C of the Specifications.

1. Refer To NOTICE INVITING BIDS:

Add the following note:

...Class A or C34 "or C53" Contractor's license...

2. Refer to NOTICE INVITING BIDS:

Add the following note:

A mandatory pre-bid job walk for all bidders will be held at 9:00 am, March 16, 2010 at the Wilson Park Pond Renovation Site located at 2300 Crenshaw Boulevard, Torrance, California 90501.

By Order of the City Engineer

/S/ Elizabeth Overstreet

ELIZABETH OVERSTREET
City Engineer

BIDDER'S CERTIFICATION

I acknowledge receipt of the foregoing Addendum No. 1 and accept all conditions contained therein.

CONDOR, INC.
Bidder


By EARL WEISS, CFO

3-24-10
Date

***** Submit this executed form with the bid *****