

Council Meeting of
April 26, 2011

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

Members of the Council:

SUBJECT: Public Works – Approve change order and amendment for construction of Well No. 9 Wellhead Facilities in McMaster Park, I-105. Expenditure: \$17,226.19.

RECOMMENDATION

Recommendation of the Public Works Director that City Council;

1. Approve a change order to the public works agreement with MG Enterprises, Inc. (C2009-208) in the amount of \$17,226.19 to cover unforeseen construction tasks for the completion of Well No. 9 Wellhead Facilities in McMaster Park, I-105; and
2. Approve a second amendment to the agreement to extend the term six months, through November 3, 2011, for the administration of contract payments.

Funding

Funding for the change order is available from I-105 Well No. 9 Wellhead Facilities in McMaster Park project funds.

BACKGROUND AND ANALYSIS

The overall purpose of the project is to provide a new well (No. 9) to replace the old well (No. 6) in McMaster Park. As of March 4, 2011, Well No. 9 was brought on line and has been producing approximately 5.9 acre-feet of water per day. This is almost double what Well No. 6 was producing and exceeds all initial expectations.

On November 3, 2009, your Honorable Body awarded a Public Works Agreement (C2009-208) to MG Enterprises Inc. (Contractor), for the construction of Well No. 9 Wellhead Facilities in McMaster Park, I-105. On October 26, 2010, a request for an amendment to the contract was approved by your Honorable Body to extend the contract 6 months to finalize the pumphouse construction and electrical controls for the pump motor. Once the electrical controls were finalized, the pump and motor could be tested and the flushing process for the well could begin. However, before energizing the transformer for the electrical power to the well pump, it was found that modifications were needed for Southern California Edison (Edison) to access the

electrical panels. Additional costs were incurred. The extra work that was performed was authorized prior to going before council in order to facilitate the completion of the project so as not to cause unnecessary risks with the water quality in the well. The sooner the electrical modifications could be implemented, the sooner the flushing process of the well water could begin, which would lessen the risk of bacteriological growth in the well and/or well piping. Prior to authorizing this extra work, staff verified that funding was available before proceeding as outlined below.

Edison redesigned their approach on how the electricity would be supplied to the well pump after construction had started. The reason given for their redesign was so they could change the location of the power source to align with their overall master plan for service. As a result, the new trench for the electrical conduit was longer and also crossed a portion of the parking lot. The negotiated cost for this extra work was \$7,259.38. Additionally, a new 3'x5' splice box was required by Edison's new approach for the supply of power and that amounted to another \$8,738.45. Although it is not desirable to have to implement a change in the design plans after construction starts, value was seen in agreeing to implement the change proposed by Edison in order to have a more direct, secure routing of the electrical power to the well pump. As a result the final power connection to Well No. 9 was made on December 1, 2010 and the pump and motor could be tested and adjusted in preparation of the flushing process of the well. By January 13, 2011 the flushing began. Water quality was found to be acceptable.

At the same time, it was found that the Supervisory Control and Data Acquisition (SCADA) system was not communicating properly with the master Programmable Logic Controller (PLC) in the City Yard. Further analysis and testing had to be performed. It was determined that in order to be compatible with the existing equipment in the City Yard, a design modification had to be implemented on the SCADA system. This extra work was performed on a time and material basis and amounted to \$3,684.48. On March 3, 2011, the communication system passed final inspection and water was officially pumped into the distribution system on March 4, 2011. The combined total for all of the extra costs in the requested change order is \$19,682.31.

To date, there are remaining punchlist items, mainly administrative, that need to be complete before the final notice of completion can be filed. Some of the tasks include the submittal of Operations & Maintenance manuals for each piece of equipment and follow-up training to City water department crews. The contractor has until May 19, 2011 to complete all punchlist items. Although the requested time extension for the contract is for an additional six months, this extra time is mainly to allow staff to process final payments and perform close-out tasks. If the contractor fails to complete the punchlist items by May 19, 2011, liquidated damages will be incurred at a rate of \$1000/day until they are complete.

In conclusion, the total amount for Change Order #3 is \$19,682,31. Because there is a remaining balance of \$2,456.12 in the project contingency, the amount requested to be added to the contract is \$17,226.19. With the approval of this change order, the total contract amount (including contingency) will increase from \$584,799.60

to \$602,025.79. As the extra work was unanticipated and the funds are available from the project budget, the Public Works Director recommends that the City Council award the Change Order to MG Enterprises, Inc. It is also recommended to extend the term of the agreement six months, through November 3, 2011, in order to bring the project to completion and to allow staff to perform the proper close-out tasks.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

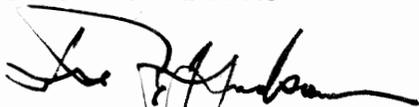


By Elizabeth Overstreet
Engineering Manager

CONCUR:



Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

- Attachments:
- A. Public Works Agreement (C2009-208)
 - B. First Amendment
 - C. Change Order #3
 - D. Second Amendment

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of November 3, 2009 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and **MG Enterprises, Inc.**, a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **Well No. 9 Wellhead Facilities in McMaster Park, I-105**;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **Well No. 9 Wellhead Facilities in McMaster Park, I-105**, Notice Inviting Bids No. **B2009-41** (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

C2009-208

\$556,952 ("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:

Sam Goldman President

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. 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 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.

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

CONTRACTOR: MG Enterprises, Inc.
5151 Veloz Ave.
Tarzana, CA 91356
Fax: (818) 774-0219

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503-2970
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

MG Enterprises, Inc.,
a California Corporation



Frank Scotto, Mayor

By: 

Sam Goldman
President

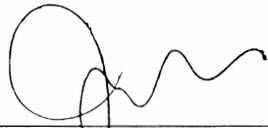
ATTEST:



Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: 

Jocelyn N. Poblete, Legal Counselor

Attachment: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL

Company: MG Enterprises inc

B2009-41

Total Bid: _____

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF
WELL No. 9 WELLHEAD FACILITIES IN MCMASTER PARK, I-105

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

Members of the Council:

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, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

WELL No. 9 WELLHEAD FACILITIES IN MCMASTER PARK, I-105

BID SCHEDULE

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	Mobilization (maximum 7% OF BID ITEMS 2 THROUGH 9)	35000	35000
2	1	LS	Well Pump and Motor	140552	140552
3	1	LS	Well Building	92400	92400
4	1	LS	Wellhead Piping and Appurtenances	120000	120000
5	1	LS	Electrical Equipment and Conduits	100000	100000
6	1	LS	Instrumentation and Control Equipment	50000	50000
7	1	LS	Sitework	15000	15000

Item No	Approx Qty	Unit of Measure	Item Description	Unit Price	Total Bid
8	1	LS	Prepare and submit Operation and Maintenance Manual. Hands-on Training	2500	2500
9	1	LS	Maintain and Provide Record Drawings.	1500	1500

TOTAL BID PRICE \$ 556,952
(Figures)*

TOTAL BID PRICE: FIVE HUNDRED, FIFTY SIX THOUSAND, NINE
(Words)*

HUNDRED & FIFTY TWO DOLLARS. ⁰⁰/₁₀₀

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

B2009-41

The undersigned 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.

MG Enterprises Inc.
5151 Veloz Ave.
• Tarzana, CA 91356 •

Contractor

Date: 10/14/09 By: Sam Goldman

Contractor's State License Address: MG Enterprises Inc.
5151 Veloz Ave.
No. 902054 (493187) • Tarzana, CA 91356

Class A, B Phone: 818 384 2707

B2009-41

FIRST AMENDMENT TO PUBLIC WORKS AGREEMENT (C2009-208)

This First Amendment to Public Works Agreement (C2009-208) is made and entered into as of October 26, 2010 by and between the City of Torrance ("CITY"), a municipal corporation, and MG Enterprises, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY and CONTRACTOR entered into an agreement on November 3, 2009, whereby CONTRACTOR agreed to construct Well No. 9 Wellhead Facilities in McMaster Park, I-105
- B. Both parties wish to extend the Term of the Contract to retain the CONTRACTOR for the construction of Well No. 9 Wellhead Facilities in McMaster Park, I-105.

AGREEMENT:

- 1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with paragraph 4 below, this Agreement will continue in full force from the Effective Date through May 2, 2011."

- 2. In all other respects, the Agreement dated November 3, 2009 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

C2009-208

CITY OF TORRANCE,
Municipal corporation

MG Enterprises, Inc.,
a California corporation

By: Frank Scotto
Frank Scotto, Mayor

By: Sam Goldman
Sam Goldman
President

ATTEST:

Sue Herbers
Sue Herbers, City Clerk

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

By: Patricia J. Hill

Attachments: Agreement C2009-208

COPY

City of Torrance, Public Works Department CHANGE ORDER				FED. NO.: ----
PERMIT NO.: CON 10-00056	PLAN NO(S): City of Torrance Plan No. WP-284A	CHANGE ORDER NO. <div style="text-align: center; font-size: 1.2em;">3</div>		
CONTRACTOR: MG Enterprises, Inc.		PROJECT ENGINEER: Key Ebarle		PHONE: (310) 618-3061
CONTRACT NO.: C2009-208	FILE REFERENCE: C2009-208	INSPECTOR: AECOM USA, Inc.		PHONE: (949) 476-3530
CONTRACT DESCRIPTION: WELL No. 9 WELLHEAD FACILITIES IN McMASTER PARK, I-105 Change Order Description: Edison electrical revision, and modification of SCADA instrumentation YOU ARE HEREBY AUTHORIZED AND INSTRUCTED TO MAKE THE FOLLOWING CHANGE(S): 1. Install additional electrical conduit per Edison revised plan. Original plan was to connect to existing Well 6 transformer. When Edison plan was finalized, the length of the trench was longer and crossed parking lot (negotiated) = 7,259.38 2. Install 3' x 5' Splice Box per Edison revised plan (in lieu of using the existing 3' x 5' pull box (negotiated))= 8,738.45 3. Perform modification of SCADA Programmable Logic Control to accommodate data exchange with Well 9. 15,997.83 The work was performed off-site (Bakersfield) to avoid transporting test equipment and expedite process (T&M) = 3,684.48 <div style="text-align: right; border-top: 1px solid black; padding-top: 5px;"> Total Change order = \$ 19,682.31 </div>				
METHOD OF PAYMENT (May be combination):				
Contract Unit Prices \$	Negotiated Prices \$ 15,997.83	Time & Material(T&M) \$ 3,684.48		
CHANGE TO CONTRACT COST:			CHANGE TO CONTRACT TIME:	
Original Contract Cost: \$ 556,952.00			Original Working Days: 140	
Previous Changes [Per C.O. No. (1 to 2)] \$ 25,391.48			Previous Work Days Changes: 7	
Additions/Deletions to Bid Items per this C.O.: \$ -			Current C.O. Work Days Change: 4	
To be billed per this C.O.:* \$ 19,682.31			New Total Working Days: 151	
New Contract Cost: * \$ 602,025.79				
CITY OF TORRANCE: Project Engineer: _____ Date: _____ Engineering Manager: _____ Date: _____ Public Works Director: _____ Date: _____ <div style="text-align: center;"> Robert J. Beste </div>				
MG Enterprises, Inc. CONTRACTOR		_____ OFFICER		_____ DATE

SECOND AMENDMENT
TO PUBLIC WORKS AGREEMENT (C2009-208)

This Second Amendment to Public Works Agreement (C2009-208) is made and entered into as of April 26, 2011 by and between the City of Torrance ("CITY"), a municipal corporation, and MG Enterprises, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY and CONTRACTOR entered into an agreement on November 3, 2009, whereby CONTRACTOR agreed to construct Well No. 9 Wellhead Facilities in McMaster Park, I-105.
- B. CITY and CONTRACTOR entered into a First Amendment on October 26, 2010, to extend the contract to May 2, 2011 to complete the construction of the Wellhead Facilities in McMaster Park.
- C. CITY and CONTRACTOR have agreed that the Punch List will be completed by May 19, 2011.
- D. Both parties wish to extend the Term of the Contract for administration of contract payments to the CONTRACTOR for Well No. 9 Wellhead Facilities in McMaster Park, I-105.

AGREEMENT:

1. Paragraph 2, entitled "TERM", is amended to read in its entirety as follows:

"2. TERM

Unless earlier terminated in accordance with paragraph 4 below, this Agreement will continue in full force from the Effective Date through November, 3, 2011. Although the term is being extended for contract administration purposes, all work on the Punch List must be completed by May 19, 2011. If the Punch List is not completed by May 19, 2011, then the City of Torrance will charge Liquidated Damages of \$1,000.00 per day starting on May 20, 2011, unless otherwise agreed to in writing by the City Council of the City of Torrance."

2. In all other respects, the Agreement dated November 3, 2009 and amended on October 26, 2010, between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
Municipal corporation

MG Enterprises, Inc.,
a California corporation

By: _____
Frank Scotto, Mayor

By: _____
Sam Goldman
President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____