

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

Members of the Council:

SUBJECT: General Services- Award a contract for North Torrance Library Addition and Accessibility Upgrades.

Expenditure: \$ 242,324

RECOMMENDATION

Recommendation of the General Services Director that the City Council:

- 1) Award a contract with Norm Wilson & Sons, Inc. for \$210,716 with a 5% contingency of \$ 10,536 for the North Torrance Library Addition and Accessibility Upgrades (B2011-25- FEAP# 337and FEAP# 711).
- 2) Approve a 10% project management fee of \$ 21,072.

Funding Funding is available from FEAP 711- Branch Library Accessibility Upgrades and FEAP337- North Torrance Library Addition.

BACKGROUND

The North Torrance Branch Library was constructed in 1964 and recently renovated with new stacks, carpeting, lighting and paint. Funding in the amount of \$285,000 was approved by the City Council on April 6, 2010 for creating an enclosed addition to branch (FEAP-337). On October 26, 2010, council approved the conceptual design for the library addition (Attachment B).

The outdoor patio at North Torrance Library is currently unusable due to the noise and exhaust from Artesia Blvd. The Library is in need of extra space, as it is one of the busiest branches of the Torrance Public Library system. The added space will be used to provide a reading areas as well as providing collection space for stacks and shelving lost from removal of various existing exterior walls. The new space would offer a quiet room off the public floor during the busy after school hours.

In conjunction with the branch library addition, accessibility upgrades to the public restrooms, parking, path of travel to the entrance and entry work will be accomplished concurrently using funds approved for ADA (American with Disabilities Act) upgrades for all the branch libraries (FEAP 711). Work is expected to begin on September 6, 2011 to allow for notification to the public of the closure and procurement of equipment. Completion is slated for December 2011.

ANALYSIS

Staff formally bid the project (B2011-25) and bids were opened on June 23, 2011, results are provided below.

Norm Wilson & Sons	\$ 210,716
Action1 Construction	\$ 250,000
C. Aleena Construction	\$ 250,494
G. Coast Construction, Inc.	\$ 287,500
Prime Axis General Builder	\$ 303,000
Metrocell Construction, Inc.	\$ 308,600
Action Contractors, Inc.	\$ 310,325
Ian Thomas Group	\$ 331,000
WE Construction, Inc.	\$ 331,800
Fast Track Construction	\$ 332,714

Staff reviewed Norm Wilson & Sons' bid (references, licenses) and found everything in order. Therefore, the General Services Director recommends City Council approve award to Norm Wilson & Sons for \$ 210,716 with a 5% contingency of \$ 10,536 for the North Torrance Library Addition (FEAP-337) and Accessibility Upgrades (FEAP-711).

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: Norm Wilson & Sons Contract
Attachment B: Conceptual Design of Addition

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of July 19, 2011, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Norm Wilson & Sons, Inc., a California corporation.

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to furnish all labor, materials, tools, equipment and incidentals in accordance with the plans and 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 North Torrance Library Addition and Accessibility Upgrades, Notice Inviting Bids No. **B2011- 25** (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the General Services Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

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

services initially contemplated by this Agreement, exceed the sum of \$210,716 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:

Randy Wilson, President
Randy Labrum, Project Manager

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: Norm Wilson & Sons, Inc.
3400 East Spring Street
Long Beach, CA 90806-2430
562-634-7933
Fax: (562) 634-6545

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

Norm Wilson & Sons, Inc.,
a California Corporation

Frank Scotto, Mayor

By: _____
Randy Wilson
President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

BIDDER'S PROPOSAL

**NORTH TORRANCE LIBRARY ADDITION AND ACCESSIBILITY UPGRADES
B2011-25**

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, Inc. for the lump sum bid as set forth in the following schedules.

Assignment of Contractor's values:

Item	Description	North Torrance Library Addition Total Amount	North Torrance Accessibility Upgrades Total Amount
Division 01	General Requirements:	12,195	26,765
Division 02	Site Work:	20,259	8,102
Division 03	Concrete:	650	4,288
Division 04	Masonry:	0	0
Division 05	Metals:	0	9,800
Division 06	Wood and Plastics:	800	6,989
Division 07	Thermal and Moisture Protection:		8609
Division 08	Doors and Windows:	2,700	0
Division 09	Finishes:	8,047	18,994
Division 10	Specialties:	2,033	0
Division 11	Equipment:	0	0
Division 12	Furnishings:	0	2,789
Division 13	Special Construction:	0	0

Item	Description	North Torrance Library Addition Total Amount	North Torrance Accessibility Upgra Total Amount
Division 14	Conveying Systems:	0	0
Division 15	Mechanical:	13,502	20,440
Division 16	Electrical:	3,040	7,690
	BID TOTAL- in figures*	142,225	68,491

LIBRARY ADDITION TOTAL: One Hundred Forty Two Thousand, Two Hundred
Twenty Five Dollars
(Words)*

LIBRARY ACCESSIBILITY UPGRADES: Sixty Eight Thousand, Four Hundred
Ninety One 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 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.

Norm Wilson & Sons, Inc.

Contractor Name

Kelly LePere, V.P. *Kelly LePere*

Signer's Name and Title

Date: 1982 6/23/11 License No. & Classification 435700-B-General

Address: 3400 E. Spring St., Long Beach, CA 90806

STATE OF CALIFORNIA }
 }
 COUNTY OF _____ }

CONTRACTOR'S AFFIDAVIT
B2011-25

Kelly LePere, being first duly sworn,
 deposes and says:

1. That he is the Vice President
 Title

of Norm Wilson & Sons, Inc.
 (Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the NORTH TORRANCE LIBRARY ADDITION AND ACCESSIBILITY UPGRADES, B2011-25

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 any-one else to submit a false or sham bid, refrain from bidding, or 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 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

CONTRACTOR'S AFFIDAVIT (CONTINUED)

prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

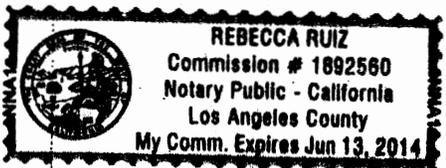
- 7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent 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 23 day of June, 2011.

Subscribed and Sworn to
before me this 23
of June, 2011

Norm Wilson & Sons, Inc.
(Contractor)
Willy Lopez V.P.
Vice President
(Title)

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



BID BOND

B2011-25

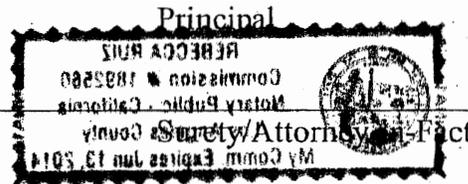
*N/A SEE ATTACHED
BID BOND*

KNOW ALL MEN BY THESE PRESENTS: That we, _____

as principal, and _____
as sureties, are held and firmly bound unto the City of Torrance, State of California, in the penal
sum of _____ dollars (\$ _____), for the payment whereof we
hereby bind ourselves, our successors, heirs, executors or administrators jointly and severally,
firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file
with and submit to the City of Torrance a bid or proposal for the performance of certain work as
required in the City of Torrance, Project No. B2011-25, said work being: the North Torrance
Library Addition and Accessibility Upgrades, in compliance with the Specifications therefore
under an invitation of said City contained in a notice or advertisement for bids or proposals; now
if the bid or proposal of said principal shall be accepted and if said work be thereupon awarded
to the principal by said City and if the said principal shall enter into a contract with the said City
in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected,
then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20 _____.



Signature

Name: _____

Local Address: _____

Phone No.: _____

Fax No.: _____

LIST OF SUBCONTRACTORS

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.

Name under Which Subcontractor is Licensed: Patten Company Construction

License Number: 660805

Address of Office, Mill or Shop: 7020 Rose Ave. Bellflower, CA

Specific Description of Sub-Contract: Demolition, Carpentry, Concrete

Name under Which Subcontractor is Licensed: David Amador, Inc.

License Number: 338402

Address of Office, Mill or Shop: 762 Loren, Azusa, CA

Specific Description of Sub-Contract: Site Concrete

Name under Which Subcontractor is Licensed: Hamilton Iron Works

License Number: 859878 C-51

Address of Office, Mill or Shop: 1244 W. 196th St. Torrance, CA

Specific Description of Sub-Contract: Structural Steel

Name Under Which Subcontractor is Licensed: Mutual Roofing Co. Inc.

License Number: 442500

Address of Office, Mill or Shop: 430 W. 168th Gardena, CA

Specific Description of Sub-Contract: Roofing

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.

LIST OF SUBCONTRACTORS

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.

Name under Which Subcontractor is Licensed: Shoreline Fabricators

License Number: 641234

Address of Office, Mill or Shop: 5267 Warner Ave., Ste. #137 Huntington Beach, CA

Specific Description of Sub-Contract: Sheet Metal

Name under Which Subcontractor is Licensed: Rick Wynne Doors, Inc.

License Number: 472719

Address of Office, Mill or Shop: 12441, Chase St. Garden Grove, CA

Specific Description of Sub-Contract: Doors & Frames

Name under Which Subcontractor is Licensed: Playa Exteriors, Inc.

License Number: 655970

Address of Office, Mill or Shop: 25108 Margurite Pkwy. B-162 Mission Viejo, CA

Specific Description of Sub-Contract: Plaster

Name Under Which Subcontractor is Licensed: Wallsco, Inc.

License Number: 865707

Address of Office, Mill or Shop: 28245 Sea Biscuit St. Moreno Valley, CA

Specific Description of Sub-Contract: Drywall

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.

LIST OF SUBCONTRACTORS

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.

Name under Which Subcontractor is Licensed: Vilander Stone & Tile, Inc.

License Number: 431851

Address of Office, Mill or Shop: 7886 Tarma Long Beach, CA 90808

Specific Description of Sub-Contract: Ceramic Tile

Name under Which Subcontractor is Licensed: Precision Floor Covering

License Number: 572475

Address of Office, Mill or Shop: 17762 Mitchell Ave. N. Irvine, Ca

Specific Description of Sub-Contract: Flooring

Name under Which Subcontractor is Licensed: Global Specialties Direct

License Number: 418396

Address of Office, Mill or Shop: 10118 Santa Fe Springs Rd., Santa Fe Springs, CA

Specific Description of Sub-Contract: Toilet Accessories

Name Under Which Subcontractor is Licensed: Continental Painting

License Number: 390713

Address of Office, Mill or Shop: 20142 State Rd. Cerritos, CA

Specific Description of Sub-Contract: Painting

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.

LIST OF SUBCONTRACTORS

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.

Name under Which Subcontractor is Licensed: A1 Quality Blinds

License Number: 848034

Address of Office, Mill or Shop: 9925 Buisness Park Ave. Ste. C. San Diego, CA

Specific Description of Sub-Contract: Window Blinds

Name under Which Subcontractor is Licensed: Davis Mechanical

License Number: 900348

Address of Office, Mill or Shop: 15202 Maidstone Ave. Norwalk, CA

Specific Description of Sub-Contract: Plumbing

Name under Which Subcontractor is Licensed: Air Demand Services, Inc.

License Number: 503240

Address of Office, Mill or Shop: 1189 N. Tustin Ave. Anaheim, CA

Specific Description of Sub-Contract: HVAC

Name Under Which Subcontractor is Licensed: Nazarreno Electric

License Number: 681792 c/o

Address of Office, Mill or Shop: 1250 E. Gene Autry Way Anaheim, CA

Specific Description of Sub-Contract: Electrical

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.

LIST OF SUBCONTRACTORS

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.

Name under Which Subcontractor is Licensed: Paragon Acoustical Co.

License Number: 658236

Address of Office, Mill or Shop: 4765 Cheyenne Way Chino, CA

Specific Description of Sub-Contract: Acoustical Ceilings

Name under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

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): Watson Land Company

Address: 22010 S. Wilmington Ave. Carson, CA

Contact Person: Chris Trujillo Telephone No.: 310-952-6400

Title of Project: Watson Bldg. 135 Modernization

Project Location: 915 E. 230th St.

Date of Completion 2010 Contract Amount: \$ 330,000

2. Name (Firm/Agency): City of Long Beach

Address: 333 E. Ocean Blvd. Long Beach, CA

Contact Person: David Gordon Telephone No.: 562-436-3636

Title of Project: Long Beach Arena Restroom Remodel

Project Location: 300 E. Ocean Blvd, Long Beach

Date of Completion 2007 Contract Amount: \$ 1.3 Million

3. Name (Firm/Agency): Pac Trust Realty Corp

Address: 2151 Michelson Dr. Ste. 185 Irvine, CA

Contact Person: Cindy Nichols Telephone No.: 949-260-0565

Title of Project: 3232 Fairview Facade Remodel

Project Location: 3232 Fairview Santa Ana, CA

Date of Completion 2008 Contract Amount: \$ 1,147,000

4. Name (Firm/Agency): Rowland Water District

Address: 3021 S. Fullerton Rd. Rowland Heights, CA

Contact Person: Ken Deck Telephone No.: 562-697-1726

Title of Project: Bldg. Expansion & Remodel

Project Location: 3021 S. Fullerton Rd. Rowland Heights, CA

Date of Completion 2006 Contract Amount: \$ 2,275,000

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. General labor, Daily cleaning & Trash pickup

2. Supervision

3. Project Management

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

14. _____

Contractor's License No.: 435700 Class: B

Date first obtained: 1982

Has License ever been suspended or revoked? No

If yes, describe when and why N/A

Any current claims against License or Bond? No

If yes, describe claims: N/A

Type of entity (check one)

Incorporated Partnership Sole Proprietorship

If incorporated, in what state California

Federal Tax ID Number # 95-3767031

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
<u>Randy Wilson</u>	<u>President</u>	<u></u>
<u>Kelly LePere</u>	<u>Vice President</u>	<u></u>
<u>Ronny Wilson</u>	<u>Vice President</u>	<u></u>

ADDENDUM # 1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2011-25

Bid for North Torrance Library Addition and Accessibility Upgrades

ADDENDUM # 1

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

UNCHANGED: Bid Opening Date remains: **Thursday, June 23, 2011 at 2:00 PM** in the City Clerk's office.

CHANGE: The bidder will purchase and install per manufacturer's guidelines, 85 square yards of broadloom carpet, details provided below. The carpet will be installed in the new addition and in the hallway in front of the restrooms as denoted by the plans. Any remaining carpet will become the property of the City to be used as stock.

Manufacturer:	Bentley Prince Street
Style:	Present
Style #:	4PQ2606201
Color:	Tricycle 409232

Note: This carpet is no longer in production, as such the remaining 85 square yards is being held specifically for this project by Jill O'Neill of Bentley Prince Street, she can be reached at 800-423-4709 Ext. 5093 or email jill.oneill@bentleyps.com for pricing.

CLARIFY: A question was asked by an electrical subcontractor regarding the use of MC cable or flex conduit. To keep the bidding simple for all parties, please bid per plans and specifications which specify the use of EMT conduit.

ATTACHED: is RFI#1 from bidder, Norm Wilson & Sons, Inc and response from Montross & Associates, Inc (electrical engineer) (1 page).

ATTACHED: The ceramic tile in the men's restroom was found to contain lead and therefore will be need to properly removed and transported as per the attached specifications prepared by Ellis Environmental (9 pages). The bidder or an abatement subcontractor will need have a HAZ Hazardous Substance Removal Certification and also posses the certifications outlined in the attached specifications.

June 15, 2011

Please return this addendum with your bid proposal.

I hereby acknowledge receipt of this addendum.

Norm Wilson and Sons, Inc
Name of Company

3400 E. SPRING ST.
Address

LONG BEACH, CA 90806
City State Zip Code

RFI #1 Torrance Library

**NORM WILSON & SONS, INC.**

GENERAL CONTRACTORS

3400 E. Spring St.

LONG BEACH, CA 90806

LICENSE #435700

562-634-7933

562-634-6545 Fax

City Of Torrance Library

3604 Artesia Blvd.

Torrance, Ca

Request for Information	#01
Date:	June 6, 2011

Due Date: ASAP

To: Diane Megerdichian

From: Matt Graham

Sheet:

1. Electrical plans give the location of the new electrical panel, which is to be located next to the existing electrical panel. Per the job walk there is only 10" of empty space next to the existing electrical panel, this will not be enough empty space to accommodate the new panel. Please Clarify.

Response: There should be more than 14" between the existing Panel A and the brackets containing the incoming telephone wire on the main telephone backboard. If the panels are butted up to each other and a close nipple installed between the two, there is enough room for a 14" wide panelboard to be used.

By: Paul Ternstrom / Montross & Associates

Lead Tile Abatement Guidelines

These guidelines were prepared and designed by Ellis Environmental Management for the express and sole use of the City of Torrance, for the following project:

Removal of Ceramic Wall Tile
North Torrance Library – Men's Restroom
3604 Artesia, Torrance

Unauthorized duplication or distribution is prohibited.

A. Scope:

1. Lead-related demolition work under this contract includes materials which contain lead: approximately 64 square feet of ceramic tile in the men's restroom.
2. The contractor shall provide all labor, materials, tools, equipment, services, testing supervision and incidentals necessary to perform work of lead abatement under this contract in accordance with the following sections. After removal the work area shall be cleaned and tested in accordance with the procedures outlined below.

B. General Requirements:

All workers who perform lead-related work shall have successfully completed a training course in lead abatement within the previous five years as prescribed and approved by the Lead Accreditation and Certification Unit, California Department of Health Services.

C. Insurance:

See Owner's General Conditions.

D. Submittals:

1. Provide certificates of training, ongoing blood lead level (BLL) data, respiratory fit test dates and a physician's written opinion for all abatement personnel who will be performing the work under this contract.

E. Completion Date:

Work shall commence on the date stipulated in the Owner's Notice to Proceed and shall be fully completed in not more than two calendar days.

F. Lead Tile Abatement Sections

Section 1.0 Protection of Occupants

- 1.1 Insure that the interior of the building remains unoccupied throughout the lead/asbestos abatement project. Post appropriate notices at all building entrances. Keep doors, windows and other entrances closed and locked prior to and during abatement. Install six-mil fire-resistant polyethylene sheeting at all windows, doors, supply ducts and other potential air entries to the work area. Notify Ellis and call for inspection of engineering controls prior to beginning removal. Do not allow re-occupancy until after successful clearance sampling has been documented.

Section 2.0 Site Preparation

- 2.1 Post warning signs around work area, to read: "CAUTION. LEAD HAZARD. DO NOT ENTER THIS WORK AREA UNLESS AUTHORIZED." At the entrance to the work area, post the phone numbers of the designated emergency coordinator (usually the owner's representative), a copy of all required notifications, and the location of emergency equipment such as fire extinguishers.
- 2.2 Correct any conditions that may impede abatement. Remove or protect all items which must remain in the work area. Identify sources for water and electrical power. Notify Owner's representative if power sources within the building will not be sufficient. Identify and notify Owner's representative of any locations of existing damage.
- 2.3 [reserved]
- 2.4 Where feasible install plexiglass viewing ports that will allow clear visual access to the work area. Cover the outside of the port with a single layer of 6-mil poly sheeting to discourage public view.
- 2.5 [reserved]
- 2.6 Provide adequate lighting within each work area to allow clear inspection. Provide sufficient space for storage of clothing and other personal items so that workers will not be seen in public wearing respirators or other personal protective

equipment.

- 2.7 Install a means of wetting and misting the work area during removal. Generally, this will include a "Hudson" or an electric airless sprayer located outside of the work area with 25-50' reinforced hoses and a mister gun located inside.
- 2.8 Protect adjacent surfaces not scheduled for removal, with fire-resistant polyethylene sheeting or other temporary cover.
- 2.9 Provide a means of transporting waste to the dumpster, tentatively scheduled to be located along the asphalt drive to the west. Prior to transport from the work area to the dumpster, bag, seal and decontaminate all waste. Transport decontaminated bags in covered carts. Do not allow protective clothing and respirators to be worn outside of the work area. Do not allow workers to use interior building corridors for transport, ingress or egress without prior authorization.
- 2.10 Provide a negative air pressure environment as specified in Ellis standard work plan Sections 1010, 1513 and 2081.

Section 3.0 Waste Storage and Transport

Coordinate with the Owner for safe storage of waste on-site in covered dumpsters prior to disposal. Contact the waste hauler regarding appropriate containers to be used for the transport of waste. The waste hauler is further responsible to transport all generated hazardous and non-hazardous wastes according to 49CFR Part 172 (DOT) requirements. Restrict access to storage areas by means of locks and fencing if necessary. Provide and install appropriate labels on the exterior of the dumpsters. Separate hazardous from non-hazardous waste.

Do not mix hazardous and non-hazardous wastes.

Section 4.0 Maintenance of Containment System

Maintain the integrity of the containment barriers throughout the work period, regardless of work activities. Repair all tears and breaks in the containment system immediately. Inspect each work area at least twice daily. Cover damaged floors with new sheeting (do not remove). Take particular care to ensure the bottom layer of floor covering is not torn or broken. Replace damaged shrouds immediately.

Section 5.0 Control of the Work Area

- 5.1 At all times, control access to abatement work areas only to the Contractor's work force, authorized Owner's representatives and authorized federal, state and local authorities. For each person entering the work area, require and record identification and sign-in prior to entrance.
- 5.2 Avoid dispersion of lead by requiring disposable foot booties within the work area. Maintain an ongoing cleaning program at all times work is in progress, to include (1) immediate bagging of all debris (2) maintenance of the worker decontamination system, and (3) wet-wiping of interior containment barriers. Provide for regular cleaning of all tools, equipment, and worker protection gear.

Section 6.0 Encapsulation

Following removal, encapsulate abated surfaces with an encapsulant that will (1) permanently adhere to the substrate, and (2) is compatible with the new surfacing paint or texture to be applied. Request and review information on new materials prior to application of encapsulant.

Section 7.0 Chemical Removal Methods

[not applicable]

Section 8.0 Mechanical Removal Methods

- 8.1 Hand methods only.

Section 9.0 Daily Cleanup

Wrap large debris (if generated) in 5-mil plastic, seal with tape and move to the designated storage area. Sweep up and collect small debris only after the affected surfaces have been sprayed with a fine mist of water, to keep surface dust from becoming airborne and potentially contaminating other areas of the property and abatement workers. Dry sweeping is prohibited. Place swept debris in 6-mil plastic bags and move to the designated storage area. Do not overload trash bags.

Section 10.0 Final Cleanup

- 10.1 At the conclusion of the active abatement process, thoroughly clean all surfaces in the abatement area with a HEPA-filtered vacuum. Start the vacuuming process at

the ceiling of the contained area and work down to the floor. Unlike asbestos debris, lead dust will often adhere tenaciously to rough and/or porous surfaces. Provide sufficient time within the abatement process to perform this cleanup step thoroughly.

- 10.2 Use phosphate detergent as part of the cleanup process only in conjunction with HEPA vacuuming techniques.
- 10.3 Supply an adequate supply of wringer buckets, mops, squeegee sponge mops, variously sized hand sponges, and rags.
- 10.4 Following the first HEPA vacuuming, use a phosphate or other detergent solution clean all surfaces, including containment barrier walls, scaffolding or bracing, walls, work area floors, sills and door jambs. Change the cleaning mixture frequently.
- 10.5 Following successful clearance sampling (see below), plastic sheeting covering floors and walls shall be sprayed, lifted and HEPA vacuumed prior to removal. Carefully fold sheeting from corners and ends toward the middle and place into 6-mil bags; seal. Store in designated storage areas.

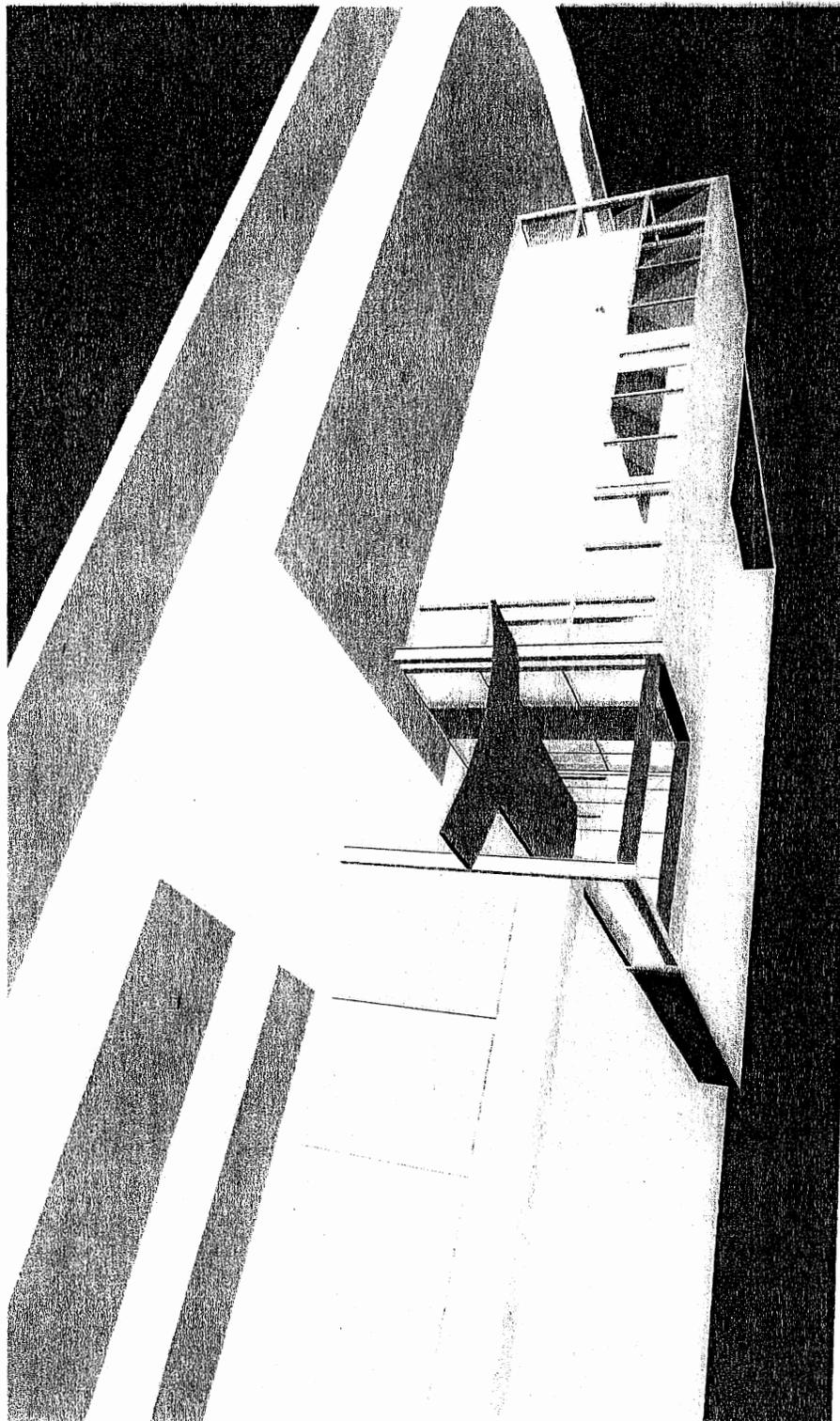
Section 11.0 Visual Inspections

Call for a visual inspection of all affected areas following the preliminary cleanup. If the results of the visual inspection are unsatisfactory, re-abate or reclean affected surfaces in accordance with the inspector's instructions until satisfactory results are achieved.

Following a successful inspection, encapsulate as indicated above. After sealing is complete and an appropriate settling period has ensued (follow manufacturer's recommendations), again HEPA-vacuum the work area and lightly wash all plastic surfaces. On completion, request a final visual inspection and clearance testing. Surface dust sampling will not be conducted in areas with a visible accumulation of dust or debris.

Section 12.0 Clearance Testing

Following successful initial and final visual inspections, surface dust sampling will be conducted using commercial wipes moistened with a non-alcohol wetting agent. At least one sample will be collected for each flat work surface in each work area. Clearance criteria: 40 micrograms per square foot.



WHITE MALCOLM ARCHITECTS, LLP 2251 W. 100th Street Tel: (310) 217-8885 Fax: (310) 217-0425	DESCRIPTION VIEW 4 - OPTION FOUR JOB NAME NORTH TORRANCE BRANCH LIBRARY ADDITION	DATE Sep. 14, 2010 SCALE	SHEET Job 4 A9041.200
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