

8E. General Services and Fire – Adopt California Environmental Quality Act (CEQA) Categorical Exemption Pursuant to Section 15301 and Approve Third Amendment to Contract Services Agreement for Fire Station 4 Renovation. Expenditure: None.

Recommendation of the General Services Director and Fire Chief that City Council:

1. Adopt a California Environmental Quality Act (CEQA) Categorical exemption pursuant to Section 15301 (Existing Facilities); and
2. Approve a third amendment to the contract services agreement (C2022-097) with Harry H. Joh Construction, Inc. for Fire Station 4 Renovation to extend the term for a one-year period beginning January 1, 2025, and ending December 31, 2025.



Date: January 14, 2025

To: Honorable Mayor and Members of the City Council

From: Shant Megerdichian, General Services Director
David Dumais, Fire Chief

By: Milton Sanabria, Administrative Services Manager | MSanabria@TorranceCA.Gov

Subject: General Services and Fire – Adopt California Environmental Quality Act (CEQA) Categorical Exemption Pursuant to Section 15301 and Approve Third Amendment to Contract Services Agreement for Fire Station 4 Renovation. Expenditure: None.

RECOMMENDATION

Recommendation of the General Services Director and Fire Chief that City Council:

1. Adopt a California Environmental Quality Act (CEQA) Categorical exemption pursuant to Section 15301 (Existing Facilities); and
2. Approve a third amendment to the contract services agreement (C2022-097) with Harry H. Joh Construction, Inc. for Fire Station 4 Renovation to extend the term for a one-year period beginning January 1, 2025, and ending December 31, 2025.

FUNDING

None required.

DISCUSSION

On June 28, 2022, City Council awarded a contract services agreement to Harry H. Joh Construction, Inc. in the amount of \$1,304,950 and authorized a 10% contingency of \$130,495 for Fire Station 4 Renovation. The renovation has transformed the fire station from communal sleeping quarters to individual sleeping rooms to provide privacy for all firefighters. The project also included one new ADA-accessible occupant restroom, new laundry facilities, and other ADA requirements. Lastly, a 320-square-foot addition was constructed to provide adequate space for the five (5) individual sleeping rooms.

On March 14, 2023, City Council approved a first amendment to increase the project contingency to cover unforeseen building conditions that were discovered during construction. To cover these unexpected project delays, the first amendment also extended the contract term through December 31, 2023. Construction of the building's interior was completed in August 2023, and firefighters who were displaced during construction were moved into their newly constructed dorms.

The exterior work was also completed in December 2023, except for installing the main electrical panel. Since delivery of the main electrical panel had a long lead time, the contractor ordered it in August 2022. On October 27, 2023, the main electrical panel was delivered to the project site; however, it was damaged during the onsite delivery at Fire Station 4. The City requested the contractor to work directly with the manufacturer to ensure operability and warranty status. The manufacturer assessed the damage and determined it was unable to be recertified. Therefore, a new panel has been ordered at no additional cost to the City.

On December 19, 2023, City Council approved a second amendment to extend the contract term from December 31, 2023 to December 31, 2024, to provide the time needed for the manufacturer to complete the damage assessment. The new main electrical panel was ordered and scheduled to arrive in October 2024, however the delivery date has now been pushed out from the manufacturer with a new estimated delivery anticipated in January 2025. With council approval, the third amendment will extend the contract term from December 31, 2024 to December 31, 2025 to provide the time needed for the arrival and installation of the new main electrical panel.

The proposed action qualifies for exemption from review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301. This exemption applies to activities that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, provided there is negligible or no expansion of use beyond what was in place at the time of the lead agency's determination. It includes interior or exterior modifications, such as installing interior partitions, plumbing, and electrical conveyances; maintenance of existing infrastructure like highways, streets, sidewalks, gutters, and trails; and the restoration or rehabilitation of deteriorated or damaged structures or equipment to meet current public health and safety standards, unless substantial damage from environmental hazards, like earthquakes or landslides, is identified.

ENVIRONMENTAL FINDINGS

The proposed action qualifies for exemption from review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Section 15301. This exemption applies to activities that involve the operation, repair, maintenance, permitting, leasing, licensing, or minor alterations of existing public or private structures, facilities, mechanical equipment, or topographical features, provided there is negligible or no expansion of use beyond what was in place at the time of the lead agency's determination. It includes interior or exterior modifications, such as installing interior partitions, plumbing, and electrical conveyances; maintenance of existing infrastructure like highways, streets, sidewalks, gutters, and trails; and the restoration or rehabilitation of deteriorated or damaged structures or equipment to meet current public health and safety standards, unless substantial damage from environmental hazards, like earthquakes or landslides, is identified.

ATTACHMENTS

1. C2022-097 – Third Amendment
2. C2022-097 – Original Contract and Prior Amendments

THIRD AMENDMENT TO AGREEMENT (C2022-097)

This Third Amendment to Contract Services Agreement C2022-097 (the "Third Amendment") is made and entered into as of January 1, 2025, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Harry H. Joh Construction, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY previously wished to retain the services of an experienced and qualified CONTRACTOR to perform renovations to Fire Station No. 4. In order to identify qualified candidates, CITY circulated a Notice Inviting Bids for the Fire Station No. 4 Renovation B2022-16 (the "NIB").
- B. CONTRACTOR submitted a Bid (the "Bid") in response to the NIB. CITY selected CONTRACTOR's Bid and on June 28, 2022, CITY and CONTRACTOR entered into Contract Services Agreement C2022-097 (the "Agreement"). The Agreement ran through June 27, 2023, in an amount not to exceed \$1,304,950 (the "Agreement Sum"), plus a contingency of \$130,495.
- C. On March 14, 2023, CITY and CONTRACTOR entered into a First Amendment to Contract Services Agreement C2022-097 (the "First Amendment") to extend the term of the Agreement through December 31, 2023, and to add funds by increasing the project contingency by \$200,000, to pay the outstanding balance of \$95,117.38 for the increased costs contained in Change Orders (the "Change Orders") submitted to CITY by CONTRACTOR.
- D. On December 19, 2023, CITY and CONTRACTOR entered into a Second Amendment to Contract Services Agreement C2022-097 (the "Second Amendment") to extend the term of the Agreement through December 31, 2024.
- E. CITY is satisfied with the level of service provided by CONTRACTOR.
- F. CITY and CONTRACTOR now wish to amend the Agreement to extend the term through December 31, 2025.

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 and effect from the Effective Date through December 31, 2025."

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2. In all other respects, the Agreement, as amended by the First Amendment, the Second Amendment and as further amended by this Third Amendment, is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE,
a municipal corporation

Harry H. Joh Construction Inc.
a California corporation

George K. Chen, Mayor

By: _____
Harry Joh, President

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Patrick Q. Sullivan
City Attorney

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of June 28, 2022 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Harry H. Joh Construction, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to perform renovations to Fire Station No. 4 (B2022-16);
- B. In order to obtain the desired services, the CITY has circulated a Notice Inviting Bids for the Fire Station No. 4 Renovation B2022-16 (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 through June 27, 2023, 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 \$1,304,950 ("Agreement Sum"), plus a contingency of \$130,495, if 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.

C2022-097

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

Louis Ortega 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:

Jake Morales
Eugene Torralba

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. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

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. PREVAILING WAGE

All Services rendered pursuant to this agreement must be provided in accordance with all ordinances, resolutions, statutes, rules, regulations, and laws of City and any Federal, State, or local governmental agency of competent jurisdiction. Contractor is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as of California Code of Regulations, Title 8, Sections 1600, et seq., (collectively, the "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public works" and "Maintenance" projects. If the

Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

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16. 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.

17. 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.

18. INSURANCE

A. CONTRACTOR and its subcontractors must maintain for the duration of the Agreement 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) Primarily 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) Commercial 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, \$4,000,000 aggregate.
 - (3) Workers' compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, very officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies. Additional insured coverage endorsement must also apply to all work performed by CONTRACTOR.
- D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, 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 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 18.
- G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.

- I. CONTRACTOR hereby grants to CITY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

19. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "A" 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.

20. 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 affects 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.

21. 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 a 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.
7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Harry H. Joh Construction, Inc.
7303 Somerset Blvd.
Paramount, CA 90723
Fax: (562) 630-6283

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Fax: (310) 618-2931

with a copy to: Attn: Nina Schroeder
General Services Department
3350 Civic Center Drive
Suite 201
Torrance, CA 90503
Fax: (310) 781-7199

- 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.

22. 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.

23. 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.

24. 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. To the extent that the terms of the Bid or Proposal are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

25. 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.

26. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

27. 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.

28. 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.

29. 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.

30. ATTORNEY'S FEES

Except as provided for in Paragraph 16, 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.

31. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. 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.

33. PUBLIC RECORDS ACT

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Bid used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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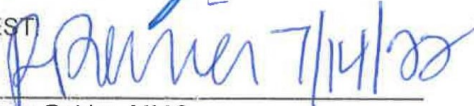
In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

CITY OF TORRANCE,
a municipal corporation




Patrick J. Furey, Mayor

ATTEST



Rebecca Poirier, MMC
City Clerk


Harry H. Joh Construction, Inc.
a California corporation

By: 

Harry Joh, President

APPROVED AS TO FORM:

PATRICK Q. SULLIVAN
City Attorney

By: 

Tatia Y. Strader
Assistant City Attorney

Attachment: Exhibit A: Bid
Rev. 0819

EXHIBIT A

Bid

BIDDER'S PROPOSAL

**BID FOR FIRE STATION NO. 4 RENOVATION
B2022-16**

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 William Loyd Jones Architect and the City of Torrance for the bid as set forth in the following schedules.

Assignment of Contractor's values:

Item	Description	Total Amount In Figures*
01	For Fire Station No. 4 Renovation per Bid B2022-16 in its entirety.	\$ 1,297,850.00
02	Abatement	\$ 7,100.00
B2022-16 – BID TOTAL – in figures*		\$ 1,304,950.00

Bidders Proposal – B2022-16

BASE BID TOTAL: ONE MILLION THREE HUNDRED FOUR THOUSAND
(In Words)* NINE HUNDRED FIFTY DOLLARS

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

The City of Torrance awards to the lowest responsible bidder per the Torrance Municipal Code. Based on the funding available, the City reserves the right to select any combination to determine the lowest responsible bidder for award.

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.

BIDDER'S PROPOSAL – B2022-16 - Continued

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

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

HARRY H JOH CONSTRUCTION, INC.

Company Name



Signature of principal in company

04/13/2022

Date

HARRY HYUNKHI JOH, President

Name and Title of Signer

Address: 7303 SOMERSET BOULEVARD, PARAMOUNT, CA 90723

Phone: 562-630-3348

Fax: 562-630-6283

Email: harry@hjconst.com

Public Works Registration (PWCR) Number: 1000001675

License No. & Classifications A, B, C10, C16, C20, C33, C36, C39

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2022-16

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

Addendum No. 1 X

Addendum No. 2

Addendum No. 3

Addendum No. 4

Addendum No. 5

Addendum No. 6

Addendum No. 7

Addendum No. 8

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



Bidder's Signature

04/13/2022
Date

ADDENDUM # 1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2022-16

Bid for Fire Station No. 4 Renovation

ADDENDUM # 1- Issued 04/06/2022

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

CLARIFY: The Bid Due Date remains on Wednesday, April 13, 2022 by 3:00 PM in the Office of the City Clerk, 3031 Torrance Blvd., Torrance, CA 90503.

Below are questions raised during the bid preparation period with answers in bold:

1. Are there any door hardware specifications?

Please see Sheet A8.1 Door Schedule / Door Types / Notes 2, 4 & 6 for kick plates, lever hardware & closers in locations as shown. Also provide the following:

- **Hinges in satin chrome**
- **Smoke seals & gaskets as required at rated doors per door schedule**
- **Thresholds to suit sill conditions**

Manufacturers:

Kickplates: Trimco 10" high Stainless Steel

Locksets: Yale PB Series Satin Chrome

Closers: LCN 4040XP Satin Chrome

Hinges: Hagar AB 850 4.5X4.5 Satin Chrome

Thresholds: Pemco Satin Anodized Aluminum

Finish Hardware Schedule to be submitted for review during construction phase.

Please return this addendum with your bid proposal.
Failure to acknowledge addenda and submit it with your proposal may render the proposal non-responsive and cause it to be rejected. I hereby acknowledge receipt of this addendum.

HARRY H JOH CONSTRUCTION, INC.

Name of Company

7303 SOMERSET BOULEVARD

Address

PARAMOUNT, CA 90723

City State Zip Code

HARRY HYUNKHI JOH, being first duly sworn,
deposes and says:

- hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the BID FOR FIRE STATION NO. 4 RENOVATION, B2022-16.

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

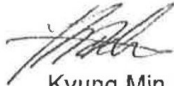
CONTRACTOR'S AFFIDAVIT B2022-16 (CONTINUED)

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 13TH day of APRIL, 2022.

Subscribed and Sworn to HARRY HYUNKHI JOH before me this 13TH
(Contractor)

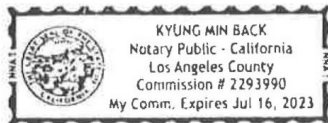
of APRIL, 2022 Notary Public
(Title)



Kyung Min Back

(Seal)

Notary Public in and for said County and State.



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.

1. Name Under Which Subcontractor is Licensed: C&M INDUSTRIES INC

Subcontractor's Address: 4506 MAINE AVE. STE D, BALDWIN PARK 91706

Specific Description of Sub-Contract: DEMOLITION, HAZMAT ABATEMENT

License Number: 992395 CA License Classification/Type: B, C21, C22

Public Works Registration (PWCR) Number: 1000025331

2. Name Under Which Subcontractor is Licensed: U S COMMUNITY BUILDERS

Subcontractor's Address: 2114 LA CANADA CREST DRIVE, LA CANADA 91011

Specific Description of Sub-Contract: FRAMING, CONC. DECK, BEAMS, PLASTERING, DRYWALL, PATCHING

License Number: 1028635 CA License Classification/Type: B, C-10, C-7

Public Works Registration (PWCR) Number: 1000058104

3. Name Under Which Subcontractor is Licensed: P2S ENGINEERING, INC.

Subcontractor's Address: 3171 W OLYMPIC BLVD #514, LOS ANGELES 90006

Specific Description of Sub-Contract: MECHANICAL, TESTING & BALANCING

License Number: 1031273 CA License Classification/Type: B, C20, C33

Public Works Registration (PWCR) Number: 1000053258

4. Name Under Which Subcontractor is Licensed: D-J ELECTRIC

Subcontractor's Address: 350 N SEPULVEDA BLVD #9, MANHATTAN BEACH 90266

Specific Description of Sub-Contract: ELECTRICAL, FIRE ALARM

License Number: 862430 CA License Classification/Type: C10

Public Works Registration (PWCR) Number: 1000026597

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.

5. Name Under Which Subcontractor is Licensed: MARISCAL PAINTING INC
 Subcontractor's Address: 9220 KLINGMAN ST., S EL MONTE 91733
 Specific Description of Sub-Contract: PAINTING
 License Number: 899391 CA License Classification/Type: B, C33
 Public Works Registration (PWCR) Number: 1000014491
6. Name Under Which Subcontractor is Licensed: HORIZONS CONST CO. INTL INC
 Subcontractor's Address: 432 W MEATS AVE, ORANGE 92665
 Specific Description of Sub-Contract: GRADING, EXCAV, STRUCT. CONC, SITE CONC, ASPHALT
 License Number: 825022 CA License Classification/Type: A, B, C36, C12, C21, C8, C2, C20
 Public Works Registration (PWCR) Number: 1000011017
7. Name Under Which Subcontractor is Licensed: SHACK PLUMBING
 Subcontractor's Address: 1527 19TH ST, SANTA MONICA 90404
 Specific Description of Sub-Contract: PLUMBING
 License Number: 1001655 CA License Classification/Type: B, C36
 Public Works Registration (PWCR) Number: 1000029493
8. Name Under Which Subcontractor is Licensed: CIMA WEST
 Subcontractor's Address: 4561 SANTA ANITA AVE UNIT K, TEMPLECITY 91780
 Specific Description of Sub-Contract: CASEWORK, ARCHIT. WOODWORK
 License Number: 1046943 CA License Classification/Type: C6
 Public Works Registration (PWCR) Number: 1000062389

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.

91. Name Under Which Subcontractor is Licensed: ALHAMBRA GLASS CO. INC

Subcontractor's Address: 2504 W VALLEY BLVD, ALHAMBRA 91803

Specific Description of Sub-Contract: WINDOWS, GLAZING

License Number: 322524 CA License Classification/Type: C17

Public Works Registration (PWCR) Number: 1000021129

102. Name Under Which Subcontractor is Licensed: MASA CONTRACTING INC

Subcontractor's Address: 1424 W VALLEY BL., ALHAMBRA 91803

Specific Description of Sub-Contract: ROOFING, SHEET METAL

License Number: 993243 CA License Classification/Type: C39

Public Works Registration (PWCR) Number: 1000042711

112. Name Under Which Subcontractor is Licensed: PACIFIC DOOR & FRAME, INC.

Subcontractor's Address: 7016 MUTZ ST, PARAMOUNT 90723

Specific Description of Sub-Contract: DOORS, FRAMES, HARDWARE

License Number: 813479 CA License Classification/Type: C61/D16, C16/D28

Public Works Registration (PWCR) Number: 1000017783

121. Name Under Which Subcontractor is Licensed: PRIME ACOUSTICS

Subcontractor's Address: 31129 VIACOLINAS #702, WESTLACE VILLAGE 91362

Specific Description of Sub-Contract: ACOUSTIC CEILING GRID & TILES

License Number: 739826 CA License Classification/Type: C2

Public Works Registration (PWCR) Number: 1000004361

13 ☒ Name Under Which Subcontractor is Licensed: GERARDO'S WROUGHT IRON INC

Subcontractor's Address: 10606 DOLORES AVE, SANTA GATE 90280

Specific Description of Sub-Contract: RAILING

License Number: 606608 CA License Classification/Type: C23, C51

Public Works Registration (PWCR) Number: 1000030071

14 ☒ Name Under Which Subcontractor is Licensed: DIAMOND CRETE CONCRETE COATINGS INC.

Subcontractor's Address: 2081 3RD STREET STE I, RIVERSIDE 92507

Specific Description of Sub-Contract: CONC. POLISHING, FLOORING

License Number: 1067348 CA License Classification/Type: C15, B

Public Works Registration (PWCR) Number: 1000701616

7. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Public Works Registration (PWCR) Number: _____

Subcontractors 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.

The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening-provided that the correct license number corresponds to the submitted name and location of the subcontractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

REFERENCES

Bidder must have completed at least three (3) projects of a similar size and scope for each project within the last five (5) years. The references must reflect this requirement. **Do not** list a reference more than once or include the City of Torrance as a reference. All bidders must contact their references prior to submitting bids to verify all phone numbers, email addresses, contact person(s), etc. are current and that the contact is aware the City of Torrance will be conducting reference checks.

1	Name of Firm/Agency:	City of Long Beach, Department of Public Works
	Street Address:	411 West Ocean Boulevard, 5th Floor
	City:	
	State, Zip Code:	Long Beach, CA 90802
	Name of Person to Contact:	Eric Gruber
	Phone Number of Contact:	(714) 393-617
	Email Address of Contact:	eric.gruber@psomas.com
	Title of Project:	North Health Facility Tenant Improvements
	Project Location:	6335 Myrtle Avenue, Long Beach, CA 90805
	Date of Completion:	05/27/2021
	Contract Amount:	\$2,752,720.46
2	Name of Firm/Agency:	LOS ANGELES COUNTY DEPT. OF PUBLIC WORKS
	Street Address:	900 S Fremont Avenue
	City:	
	State, Zip Code:	Alhambra, CA 91803
	Name of Person to Contact:	Dan Carter
	Phone Number of Contact:	(951) 522-4001
	Email Address of Contact:	dcarter@dpw.lacounty.gov
	Title of Project:	Antelope Valley Health Clinic HVAC Upgrades and Tenant Improvements
	Project Location:	335-B East Avenue K-6, Lancaster, CA 93535
	Date of Completion:	05/18/2018
	Contract Amount:	\$874,857.00
3	Name of Firm/Agency:	UCLA HOUSING
	Street Address:	360 De Neve Drive
	City:	
	State, Zip Code:	Los Angeles, CA 90095
	Name of Person to Contact:	Michelle Cizek
	Phone Number of Contact:	(310) 909-3561
	Email Address of Contact:	mcizek@ha.ucla.edu
	Title of Project:	11130 Rose Avenue Apartments Renovation
	Project Location:	11130 Rose Avenue, Los Angeles, CA 90034
	Date of Completion:	August 29, 2020
	Contract Amount:	\$2,160,000.00

REFERENCES – ContinuedContractor's License No.: 469845 Class: A, B, C10, C16, C20, C33, C36, C39Contractor's Public Works Registration (PWCR) Number: 1000001675Date first obtained: 02/22/1985Has License ever been suspended or revoked? NOIf yes, describe when and why N/AAny current claims against License or Bond? NOIf yes, describe claims: N/A

Type of entity (check one)

☒ Incorporated ☐ Partnership ☐ Sole ProprietorshipIf incorporated, in what state CALIFORNIAFederal Tax ID Number # 33-0829787Principals in Company (List all - attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>HARRY HYUNKHI JOH</u>	<u>PRESIDENT</u>	<u>469845</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

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 CONDITIONS - PROJ. MGMT, DUMPSTERS, FENCING,
TEMP BARRIERS, TEMP CONSTRUCTION
2. PORTABLE TOILETS
3. CONSTRUCTION COORDINATION, SCHEDULING,
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

FIRST AMENDMENT TO AGREEMENT (C2022-097)

This First Amendment to Contract Services Agreement C2022-097 ("First Amendment") is made and entered into as of March 14, 2023, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Harry H. Joh Construction, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY previously wished to retain the services of an experienced and qualified CONTRACTOR to perform renovations to Fire Station No. 4. In order to identify qualified candidates, CITY circulated a Notice Inviting Bids for the Fire Station No. 4 Renovation B2022-16 (the "NIB").
- B. CONTRACTOR submitted a Bid (the "Bid") in response to the NIB. CITY selected CONTRACTOR's Bid and on June 28, 2022, CITY and CONTRACTOR entered into Contract Services Agreement C2022-097 (the "Agreement"). The Agreement ran through June 27, 2023, in an amount not to exceed \$1,304,950 ("Agreement Sum"), plus a contingency of \$130,495.
- C. Since CONTRACTOR began construction pursuant to the Agreement, CITY has received Change Orders (the "Change Orders"), attached herein as Exhibit A-1, from CONTRACTOR containing the following costs and credits, totaling \$112,806.19 in net cost increases:

• Change Order #1 City Requested Plywood Protection Exterior Openings	\$ 11,430.00
• Change Order #2 Additional Asbestos/Lead Removal	\$ 61,079.00
• Change Order #3 New Water Heater	\$ -
• Change Order #4 Additional Asbestos Floor Tiles and Mastic	\$ 4,537.00
• Change Order #5 New Flagpole and Footing	\$ 26,793.91
• Change Order #6 Additional Excavation and New Waste Line	\$ 3,684.00
• Change Order #7 Existing Roof Drain at New Wall Post	\$ -
• Change Order #8 Credit for Fire Alarm Panel	\$ -33,080.00
• Change Order #9 Existing Entry Concrete Slab Demolition	\$ 3,117.08
• Change Order #10 Demo Existing Walls at Ramp	\$ 3,622.99
• Change Order #11 Additional Concrete Slab and Wall At Front Yard	\$ 15,447.00
• Change Order #12 New Access Panel at Captain's Dorm	\$ 2,118.00
• Change Order #13 Fire Sprinkler Cost Sharing for Apparatus Bay & Office Area	\$ 8,000.00
• Change Order #14 Additional Electrical Outlook and Data Collection	\$ 2,698.00
• Change Order #15 Additional Plumbing Piping	\$ 3,359.21
• <u>Relocation at The Kitchen</u>	
• <u>Total Net Cost Increase</u>	<u>\$112,806.19</u>
• <u>Less Existing Project Contingency</u>	<u>\$ -17,688.81</u>

C2022-097

Outstanding Balance**\$ 95,117.38**

- D. CITY utilized \$17,688.81 of the existing project contingency to pay that portion of the net cost increase, resulting in an outstanding balance of \$95,117.38.
- E. CITY is satisfied with the level of service provided by CONTRACTOR.
- F. The CITY and CONTRACTOR now wish to amend the Agreement to extend the term through December 31, 2023, and to add funds to pay the outstanding balance for the increased costs contained in the Change Orders by increasing the project contingency by \$200,000.
- G. Additionally, CITY wishes to amend the Agreement and update the Public Records Act language to comport with recent changes to the California Government Code Sections that govern public records and public records requests.

AGREEMENT:

- 1. Paragraph 3, entitled "COMPENSATION", section A, entitled "CONTRACTOR's Fee" is amended to read in its entirety as follows:

"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 to CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$1,304,950 ("Agreement Sum"), plus a contingency of \$330,495, if first approved in writing by the CITY."

- 2. 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 and effect through December 31, 2023."

- 3. Paragraph 32, entitled "PUBLIC RECORDS ACT" is amended to read in its entirety as follows:

"32. PUBLIC RECORDS ACT

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 CONTRACTOR's ACCOUNTING RECORDS; OTHER PROJECT RECORDS; as well as those documents which were required to be submitted in response to the Bid used in the solicitation process for this Agreement, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the

California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act."

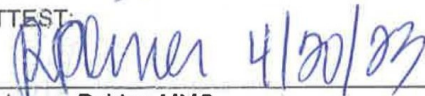
4. In all other respects, the Agreement, as amended by this First Amendment, is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE,
a municipal corporation

Harry H. Joh Construction Inc.
a California corporation


George K. Chen, Mayor

By: 
Harry Joh, President
Jalisco Morales, Vice President

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: 
Galen W. Bean
Legal Counselor

Attachment: Exhibit A-1 CONTRACTOR's Change Orders

FEAP302-4406-Construction - FEAP-302 Fire Station #4 Remodel, 2016 Certificate of Participation Proceeds, Construction

Budget Method Project Life Basis Status Active Finance Backup

Expenses		Revenue		Net Difference	
Original Budget		Original Budget		Original Budget	
\$0.00		\$0.00		\$0.00	
Budget Amendments - Posted		Budget Amendments - Posted		Budget Amendments - Posted	
\$1,435,445.00		\$1,435,445.00		\$1,435,445.00	
Budget Amendments - Unposted		Budget Amendments - Unposted		Budget Amendments - Unposted	
\$0.00		\$0.00		\$0.00	
Total Budget		Total Budget		Total Budget	
\$1,435,445.00		\$1,435,445.00		\$1,435,445.00	
Actual		Actual		Actual	
\$948,867.64		\$0.00		\$0.00	
Encumbrances		Encumbrances		Encumbrances	
\$486,577.36		\$0.00		\$0.00	
Unposted Transactions		Unposted Transactions		Unposted Transactions	
\$0.00		\$0.00		\$0.00	
Available Budget		Available Budget		Available Budget	
\$0.00		\$1,435,445.00		\$1,435,445.00	
Surplus/Deficit - Budget		Surplus/Deficit - Budget		Surplus/Deficit - Budget	
\$0.00		\$0.00		-\$948,867.64	
Surplus/Deficit - Actual		Surplus/Deficit - Actual		Surplus/Deficit - Actual	
0.00%		0.00%		0.00%	
0.00%		0.00%		0.00%	
100.00%		100.00%		100.00%	

FIRST AMENDMENT TO AGREEMENT (C2021-105)

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- B. CONTRACTOR submitted a Bid (the "Bid") in response to the NIB. CITY selected CONTRACTOR's Bid and on June 28, 2022, CITY and CONTRACTOR entered into Contract Services Agreement C2022-097 (the "Agreement"). The Agreement ran through June 27, 2023, in an amount not to exceed \$1,304,950 ("Agreement Sum"), plus a contingency of \$130,495.
- C. Since CONTRACTOR began construction pursuant to the Agreement, CITY has received Change Orders (the "Change Orders"), attached herein as Exhibit A-1, from CONTRACTOR containing the following costs and credits, totaling \$112,806.19 in net cost increases:

• Change Order #1 City Requested Plywood Protection Exterior Openings	\$ 11,430.00
• Change Order #2 Additional Asbestos/Lead Removal	\$ 61,079.00
• Change Order #3 New Water Heater	\$ -
• Change Order #4 Additional Asbestos Floor Tiles and Mastic	\$ 4,537.00
• Change Order #5 New Flagpole and Footing	\$ 26,793.91
• Change Order #6 Additional Excavation and New Waste Line	\$ 3,684.00
• Change Order #7 Existing Roof Drain at New Wall Post	\$ -
• Change Order #8 Credit for Fire Alarm Panel	\$ -33,080.00
• Change Order #9 Existing Entry Concrete Slab Demolition	\$ 3,117.08
• Change Order #10 Demo Existing Walls at Ramp	\$ 3,622.99
• Change Order #11 Additional Concrete Slab and Wall At Front Yard	\$ 15,447.00
• Change Order #12 New Access Panel at Captain's Dorm	\$ 2,118.00
• Change Order #13 Fire Sprinkler Cost Sharing for Apparatus Bay & Office Area	\$ 8,000.00
• Change Order #14 Additional Electrical Outlook and Data Collection	\$ 2,698.00
• Change Order #15 Additional Plumbing Piping	\$ 3,359.21
• Relocation at The Kitchen	
Total Net Cost Increase	\$112,806.19
• Less Existing Project Contingency	\$ -17,688.81

California Government Code Section 7920.000 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event the CITY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act."

4. In all other respects, the Agreement, as amended by this First Amendment, is ratified and reaffirmed and remains in full force and effect.

CITY OF TORRANCE,
a municipal corporation

Harry H. Joh Construction Inc.
a California corporation

George K. Chen, Mayor

By: _____
Harry Joh, President

ATTEST:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

By: _____
Galen W. Bean
Legal Counselor

Attachment: Exhibit A-1 CONTRACTOR's Change Orders

Results				
Ranking	Vendor Name	City	State	Award Amount
1*	Harry H. Joh Construction, Inc.	Paramount	CA	\$ 1,304,950.00
2	Newman Midland Corporation	Long Beach	CA	\$ 1,327,500.00
3	PCN3, Inc.	Los Alamitos	CA	\$ 1,492,000.00
4	Union Construction Company	Glendale	CA	\$ 1,494,980.00
5	MCEC, Inc.	Azusa	CA	\$ 1,645,000.00

*Lowest Qualified Bidder

General Services reached out to construction companies located within the City of Torrance and the common theme as to why the companies weren't interested in bidding the project was that the companies do residential work only, and not commercial. The department continues to expand outreach to Torrance contractors for future projects.

The project is categorically exempt from CEQA in accordance with Section 15301 Existing Facilities (Class 1) of the State CEQA Guidelines (California Code of Regulations Title 14, Division 6, Chapter 3). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. Section 15301 Part (d) specifically applies this categorical exemption to restore or rehabilitate deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety, unless it is determined that the damage was substantial and resulted from an environmental hazard such as earthquake, landslide, or flood. The City's action to Renovate Fire Station 4 is categorically exempt from the provisions of CEQA in accordance with Section 15301 (Existing Facilities). The proposed project is exempt from CEQA which applies to projects involving the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The proposed project is Fire Station 4 Renovation with no expansion of use. No special circumstances exist that would create a reasonable possibility that the project will have a significant adverse effect on the environment. Therefore, the project is exempt under CEQA.

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

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

Louis Ortega 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:

Jake Morales
Eugene Torralba

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. CITY has no duty, obligation, or responsibility to CONTRACTOR's agents or employees under the Affordable Care Act. CONTRACTOR is solely responsible for any tax penalties associated with the failure to offer affordable coverage to its agents and employees under the Affordable Care Act and any other liabilities, claims and obligations regarding compliance with the Affordable Care Act with respect to CONTRACTOR's agents and employees. CITY is not responsible and shall not be held liable for CONTRACTOR's failure to comply with CONTRACTOR's duties, obligations, and responsibilities under the Affordable Care Act. CONTRACTOR agrees to defend, indemnify and hold CITY harmless for any and all taxes and penalties that may be assessed against CITY as a result of CONTRACTOR's obligations under the Affordable Care Act relating to CONTRACTOR's agents and employees.

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.

Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is ONE THOUSAND DOLLARS (\$1,000) or more, Contractor agrees to fully comply with the Prevailing Wage Laws including, but not limited to, requirements related to the maintenance of payroll records and the employment of apprentices.

Pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public work on a "Public works" project unless registered with the California Department of Industrial Relations ("DIR") at the time the contract is awarded. If the Services are being performed as part of an applicable "Public works" or "Maintenance" project, as defined by the Prevailing Wage Laws, this project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR"). Contractor will maintain and will require all subcontractors to maintain valid and current DIR Public Works Contractor registration during the term of this Agreement. Contractor must notify City in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

It is understood that it is the responsibility of Contractor to determine the correct salary scale. Contractor will make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request, and post copies at Contractor's principal place of business and at the project site, if any. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor must forfeit to City TWENTY FIVE DOLLARS (\$25.00) per day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. In accordance with the provisions of Labor Code Sections 1810 et seq., eight (8) hours is the legal working day.

Contractor must also comply with State law requirements to maintain payroll records and must provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor will defend (with counsel selected by City), indemnify, and hold City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It is agreed by the parties that, in connection with performance of the Services, including, without limitation, any and all "Public works" (as defined by the Prevailing Wage Laws), Contractor will bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Contractor acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all subcontractors.

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- (2) Commercial 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, \$4,000,000 aggregate.
 - (3) Workers' compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
- B. The insurance provided by CONTRACTOR will be primary and non-contributory.
- C. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, very officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies. Additional insured coverage endorsement must also apply to all work performed by CONTRACTOR.
- D. CONTRACTOR must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, 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 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 18.
- G. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
- H. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the CONTRACTOR.

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 a 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.
7. Addresses for purpose of giving notice are as follows:

CONTRACTOR: Harry H. Joh Construction, Inc.
7303 Somerset Blvd.
Paramount, CA 90723
Fax: (562) 630-6283

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503
Fax: (310) 618-2931

with a copy to: Attn: Nina Schroeder
General Services Department
3350 Civic Center Drive
Suite 201
Torrance, CA 90503
Fax: (310) 781-7199

- 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.

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.

30. **ATTORNEY'S FEES**

Except as provided for in Paragraph 16, 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.

31. **EXHIBITS**

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

32. **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.

33. **PUBLIC RECORDS ACT**

Any documents submitted by the CONTRACTOR; all information obtained in connection with the CITY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to paragraph 14 Contractor's Accounting Records; Other Project Records; as well as those documents which were required to be submitted in response to the Bid used in the solicitation process for this Contract, become the exclusive property of the City. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The CITY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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EXHIBIT A


Bid

BIDDER'S PROPOSAL – B2022-16 - Continued

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

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

HARRY H JOH CONSTRUCTION, INC.
Company Name


Signature of principal in company

04/13/2022
Date

HARRY HYUNKHI JOH, President
Name and Title of Signer

Address: 7303 SOMERSET BOULEVARD, PARAMOUNT, CA 90723

Phone: 562-630-3348 Fax: 562-630-6283

Email: harry@hjconst.com

Public Works Registration (PWCR) Number: 1000001675

License No. & Classifications A, B, C10, C16, C20, C33, C36, C39

ADDENDUM # 1

CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, CA 90503

BID NO. B2022-16

Bid for Fire Station No. 4 Renovation

ADDENDUM # 1- Issued 04/06/2022

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

CLARIFY: The Bid Due Date remains on **Wednesday, April 13, 2022 by 3:00 PM** in the Office of the City
Clerk, 3031 Torrance Blvd., Torrance, CA 90503.

Below are questions raised during the bid preparation period with answers in bold:

1. Are there any door hardware specifications?

**Please see Sheet A8.1 Door Schedule / Door Types / Notes 2, 4 & 6 for kick plates, lever hardware & closers in
locations as shown. Also provide the following:**

- **Hinges in satin chrome**
- **Smoke seals & gaskets as required at rated doors per door schedule**
- **Thresholds to suit sill conditions**

Manufacturers:

Kickplates: Trimco 10" high Stainless Steel

Locksets: Yale PB Series Satin Chrome

Closers: LCN 4040XP Satin Chrome

Hinges: Hagar AB 850 4.5X4.5 Satin Chrome

Thresholds: Pemco Satin Anodized Aluminum

Finish Hardware Schedule to be submitted for review during construction phase.

Please return this addendum with your bid proposal.
Failure to acknowledge addenda and submit it with
your proposal may render the proposal non-responsive
and cause it to be rejected. I hereby acknowledge
receipt of this addendum.

HARRY H JOH CONSTRUCTION, INC.

Name of Company

7303 SOMERSET BOULEVARD

Address

PARAMOUNT, CA 90723

City State Zip Code

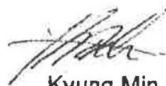
CONTRACTOR'S AFFIDAVIT B2022-16 (CONTINUED)

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this 13TH day of APRIL, 2022.

Subscribed and Sworn to HARRY HYUNKHI JOH before me this 13TH
(Contractor)

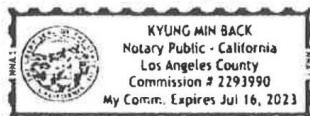
of APRIL, 2022 Notary Public
(Title)



Kyung Min Back

(Seal)

Notary Public in and for said County and State.



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.

5. Name Under Which Subcontractor is Licensed: MARISCAL PAINTING INC

Subcontractor's Address: 9220 KLINGERMANN ST., S EL MONTE 91733

Specific Description of Sub-Contract: PAINTING

License Number: 899391 CA License Classification/Type: B, C33

Public Works Registration (PWCR) Number: 1000014481

6. Name Under Which Subcontractor is Licensed: HORIZONS CONST CO. INTL INC

Subcontractor's Address: 432 W MEATS AVE, ORANGE 92665

Specific Description of Sub-Contract: GRADING, EXCAV, STRUCT. CONC, SITE CONC, ASPHALT

License Number: 825022 CA License Classification/Type: A, B, C36, C12, C21, C8, C2, C20

Public Works Registration (PWCR) Number: 1000011017

7. Name Under Which Subcontractor is Licensed: SHACK PLUMBING

Subcontractor's Address: 1527 19TH ST, SANTA MONICA 90404

Specific Description of Sub-Contract: PLUMBING

License Number: 1001655 CA License Classification/Type: B, C36

Public Works Registration (PWCR) Number: 1000029493

8. Name Under Which Subcontractor is Licensed: CIMA WEST

Subcontractor's Address: 4561 SANTA ANITA AVE UNIT K, TEMPEL CITY 91780

Specific Description of Sub-Contract: CASEWORK, ARCHI. WOODWORK

License Number: 1046943 CA License Classification/Type: C6

Public Works Registration (PWCR) Number: 1000062389

13 ☒ Name Under Which Subcontractor is Licensed: GERARDO'S WROUGHT IRON INC

Subcontractor's Address: 10606 DOLORES AVE, SANTA GATE 90280

Specific Description of Sub-Contract: RAILING

License Number: 606608 CA License Classification/Type: C23, C51

Public Works Registration (PWCR) Number: 1000030071

14 ☒ Name Under Which Subcontractor is Licensed: DIAMOND CRETE CONCRETE COATINGS INC.

Subcontractor's Address: 2081 3RD STREET STE. L, RIVERSIDE 92507

Specific Description of Sub-Contract: CONC. POLISHING, FLOORING

License Number: 1067348 CA License Classification/Type: C15, B

Public Works Registration (PWCR) Number: 1000701616

7. Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Public Works Registration (PWCR) Number: _____

Subcontractors 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.

The Bidding Contractor must include each subcontractor's contract license number (AB 44). An inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening-provided that the correct license number corresponds to the submitted name and location of the subcontractor.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

REFERENCES – Continued

Contractor's License No.: 469845 Class: A, B, C10, C16, C20, C33, C36, C39
 Contractor's Public Works Registration (PWCR) Number: 1000001675
 Date first obtained: 02/22/1985
 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 # 33-0829787

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

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
<u>HARRY HYUNKHI JOH</u>	<u>PRESIDENT</u>	<u>469845</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

SECOND AMENDMENT TO AGREEMENT (C2022-097)

This Second Amendment to Contract Services Agreement C2022-097 (the "Second Amendment") is made and entered into as of December 19, 2023, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Harry H. Joh Construction, Inc., a California corporation ("CONTRACTOR").

RECITALS:

- A. CITY previously wished to retain the services of an experienced and qualified CONTRACTOR to perform renovations to Fire Station No. 4. In order to identify qualified candidates, CITY circulated a Notice Inviting Bids for the Fire Station No. 4 Renovation B2022-16 (the "NIB").
- B. CONTRACTOR submitted a Bid (the "Bid") in response to the NIB. CITY selected CONTRACTOR's Bid and on June 28, 2022, CITY and CONTRACTOR entered into Contract Services Agreement C2022-097 (the "Agreement"). The Agreement ran through June 27, 2023, in an amount not to exceed \$1,304,950 (the "Agreement Sum"), plus a contingency of \$130,495.
- C. On March 14, 2023, CITY and CONTRACTOR entered into a First Amendment to Contract Services Agreement C2022-097 (the "First Amendment") to extend the term of the Agreement through December 31, 2023, and to add funds by increasing the project contingency by \$200,000, to pay the outstanding balance of \$95,117.38 for the increased costs contained in Change Orders (the "Change Orders") submitted to CITY by CONTRACTOR.
- D. CITY is satisfied with the level of service provided by CONTRACTOR.
- E. CITY and CONTRACTOR now wish to amend the Agreement to extend the term through December 31, 2024.

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 and effect from the Effective Date through December 31, 2024."

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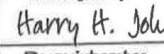
2. In all other respects, the Agreement, as amended by the First Amendment, and as further amended by this Second Amendment, is ratified and reaffirmed and remains in full force and effect.

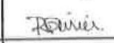
CITY OF TORRANCE,
a municipal corporation

Harry H. Joh Construction Inc.
a California corporation

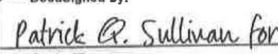
DocuSigned by:

George K. Chen, Mayor

DocuSigned by:

By: Harry H. Joh, President

ATTEST:
DocuSigned by:

Rebecca Poirier, MMC
City Clerk

APPROVED AS TO FORM:
PATRICK Q. SULLIVAN
City Attorney

DocuSigned by:

By: Patrick Q. Sullivan for
Galen W. Bean, BD...
Legal Counselor