

Council Meeting of  
October 4, 2011

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

**Members of the Council:**

**SUBJECT: Public Works – Approve plans and specifications, award agreement and purchase order for slurry seal of City parking facilities. Expenditure: \$44,666.50**

**RECOMMENDATION**

Recommendation of the Public Works Director that City Council:

- 1) Approve the plans and specifications for the Slurry Seal of City Parking Facilities, (B2011-37);
- 2) Award a public works agreement to All American Asphalt in the amount of \$38,730 for the Slurry Seal of City Parking Facilities, for a term of one year, and authorize a 5% contingency in the amount of \$1,936.50 for said agreement; and
- 3) Award a purchase order in the amount of \$4,000 to Bureau Veritas North America, Inc. to perform construction inspection services for this project.

**Funding**

Funding is available from the Residential Slurry Seal Program, I-100.

**BACKGROUND AND ANALYSIS**

The Residential Slurry Seal Program is a multi-year program included in the City's adopted Capital Budget as project I-100 ("I-100 Program") and is part of the City's pavement management efforts. Slurry seal is a thin coating consisting of a mixture of liquid asphalt, sand and other materials. The slurry seal application helps to seal cracks in the pavement, which reduces water infiltration and helps extend the life of the original pavement. Slurry seal is a cost-effective maintenance method and also improves the appearance of an asphalt surface.

The I-100 Program provides for the application of slurry seal on residential streets and to asphalt areas surrounding and serving City facilities (i.e., parking areas at City Hall, City parks; Fire and Police facilities, etc.) to address maintenance needs.

Recently, Public Works staff inspected several parking areas surrounding City Hall. Specifically, we inspected the parking area along Torrance Boulevard in front of the East Annex and new One-Stop Permit Center and along Maple Avenue near the Rose Garden and Veteran's Memorial. A map of the area is attached. Our inspection determined that the existing pavement surface needed minor repairs including crack sealing and a slurry seal. These areas are heavily used by the public and there is a need to ensure these areas are properly maintained. The repairs are also needed to coincide with the recently completed One-Stop Permit Center.

Public Works was also asked to inspect the parking facility at Fire Station #6, located on Del Amo Circle Drive. Our inspection determined that the existing pavement surface needed minor repairs, including crack sealing and a slurry seal. The frequent use of heavy emergency apparatus contributed to an accelerated deterioration. Performing minor repairs now will address the deterioration and extend the pavement life.

Subsequent to the inspections at City Hall and Fire Station #6, staff prepared the plans and specifications to provide the necessary pavement repairs to the parking area at these facilities. The project was advertised for bid in August 2011 as B2011-37. Public Works utilized the "green" bid process by posting plans and specifications on the City's website. Three bids were received and opened on September 8, 2011 with the following results:

	<u>BIDDER</u>	<u>TOTAL BID</u>
1.	All American Asphalt	\$ 38,730.00
2.	Roy Allen Slurry Seal, Inc.	\$ 45,774.50
3.	Mission Paving and Sealing, Inc.	\$ 54,780.00

The Engineer's estimate is between \$37,000 and \$40,000. All American Asphalt was the lowest, responsive bidder and within the range of the Engineer's estimate. All American Asphalt has successfully completed projects of similar type. The firm's references and contractor's license have been checked and found to be in order. Therefore, the Public Works Director recommends approval of the Public Works Agreement.

#### **Purchase Order – Bureau Veritas North America, Inc.**

Construction of this project will require full-time construction inspection services on a Friday that City Hall is closed and on 3 weekend days. The number of available City inspectors is limited on a "closed" Friday and weekends and inspectors also have other projects to inspect. Consequently, staff solicited qualifications and hourly rates from 4 firms deemed qualified to perform construction inspection services. Two firms, Bureau Veritas North America, Inc. ("BVNA") and AndersonPenna Partners, Inc. responded.

Both firms were again deemed qualified; however, BVNA proposed the lowest total cost for the work based on its proposed hourly rates. Additionally, BVNA has successfully performed construction inspection services for the City of Torrance (FY09-10 Residential Slurry Seal Program, Parking Lot Resurfacing at the Torrance Police Department, and several other projects) and other local public agencies. The proposed construction inspector is the same inspector hired for other successfully completed City projects. The proposed purchase order in the amount of \$4,000 will provide the required 4 days of construction inspection services for this project. Public Works engineering staff will perform construction management and administration.

It should be noted that the City recently awarded a contract to BVNA in the current fiscal year that exceeds \$40,000. Consequently, City policy requires that any subsequent agreement or purchase order administered by Public Works and with BVNA requires approval by the City Council, regardless of the amount.

Construction is anticipated to occur in October 2011. Work will be performed on a Friday that City Hall is closed and on two Saturdays and one Sunday. Notification will be provided to minimize impacts to City services at the City Hall East Annex and Fire Station #6.

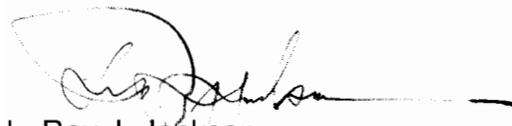
Respectfully submitted,

ROBERT J. BESTE.  
Public Works Director

  
By: Craig Bilezerian  
Engineering Manager

CONCUR:

  
Robert J. Beste  
Public Works Director

  
LeRoy J. Jackson  
City Manager

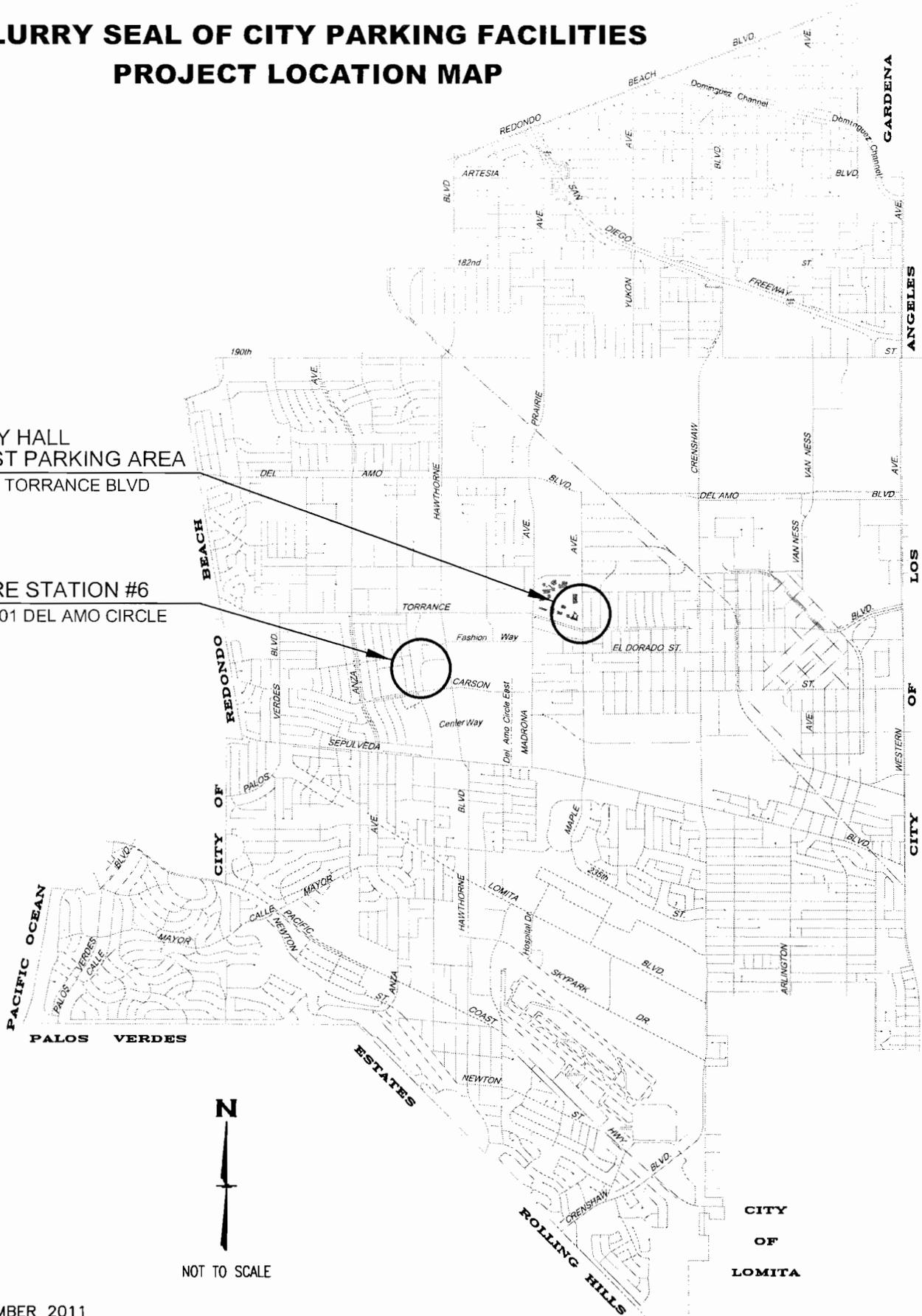
Attachment: A. Location Maps  
B. Public Works Agreement – All American Asphalt



CITY OF TORRANCE PUBLIC WORKS DEPARTMENT  
**SLURRY SEAL OF CITY PARKING FACILITIES**  
**PROJECT LOCATION MAP**

CITY HALL  
 EAST PARKING AREA  
 3031 TORRANCE BLVD

FIRE STATION #6  
 21401 DEL AMO CIRCLE

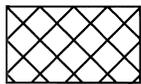
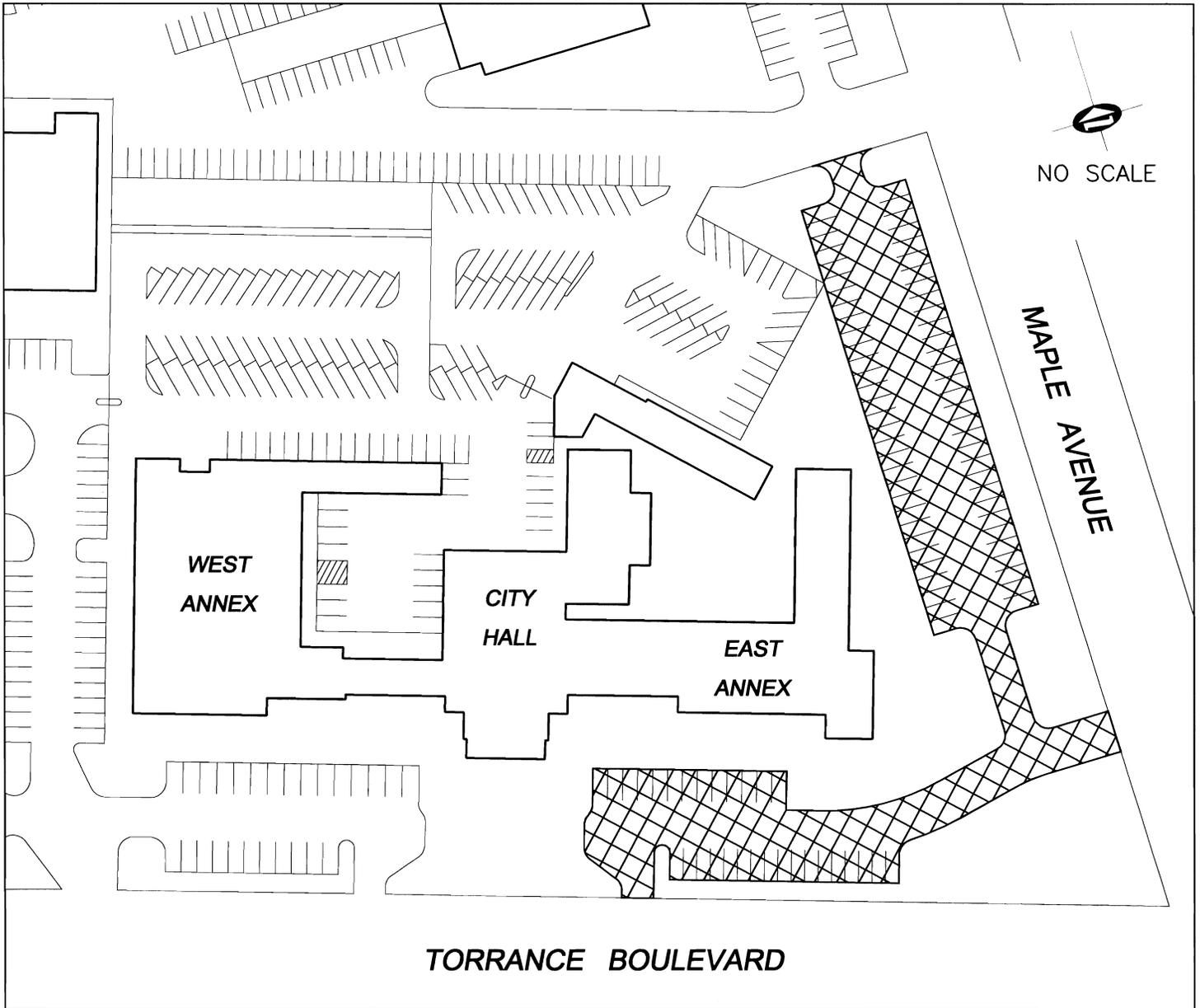




# CITY OF TORRANCE

## SLURRY SEAL OF CITY PARKING FACILITIES

### PROJECT LOCATION MAP



— PROJECT LOCATION  
 (IMPROVEMENTS INCLUDE PAVEMENT PATCHING IN VARIOUS LOCATIONS, APPLICATION OF CRACK AND SLURRY SEAL, AND STRIPING INSTALLATION)



PUBLIC WORKS DEPARTMENT  
 ROBERT J. BESTE  
 PUBLIC WORKS DIRECTOR



## PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of \_\_\_\_\_, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and All American Asphalt ("CONTRACTOR").

### RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to slurry seal City parking facilities; and
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **SLURRY SEAL OF CITY PARKING FACILITIES**, Notice Inviting Bids No. B2011-37 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

### AGREEMENT:

#### 1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

#### 2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for 12 months 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 \$38,730 ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

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

**4. TERMINATION OF AGREEMENT**

A. Termination by CITY for Convenience.

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

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

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

C. Termination for Breach of Law.

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

5. **FORCE MAJEURE**

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

6. **RETENTION OF FUNDS**

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

**7. THE CITY'S REPRESENTATIVE**

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

**8. CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Robert Bradley, Vice President

**9. INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent Contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

**10. BUSINESS LICENSE**

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

**11. OTHER LICENSES AND PERMITS**

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

**12. FAMILIARITY WITH WORK**

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

**13. CARE OF WORK**

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

**14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

**15. INDEMNIFICATION**

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

**16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES**

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

**17. INSURANCE**

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a) Combined single limits of \$2,000,000 per occurrence.
- B. General Liability including coverage for premises, products and completed operations, independent Contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
- C. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$3,000,000.
- D. The insurance provided by CONTRACTOR will be primary and non-contributory.
- E. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer, and the Consulting Engineer, must be named as additional insureds under the automobile and general liability policies.
- F. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- G. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- H. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

## **18. SUFFICIENCY OF INSURERS**

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

## **19. CONFLICT OF INTEREST**

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial

interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

## 20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
  4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
  5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
  6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:	All American Asphalt P.O. Box 2229 Corona, CA 92878-2229 Fax: (951) 739-4671
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CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
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- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING**

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

**22. INTEGRATION; AMENDMENT**

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

**23. INTERPRETATION**

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

**24. SEVERABILITY**

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

**25. TIME OF ESSENCE**

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

**26. GOVERNING LAW; JURISDICTION**

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

**27. COMPLIANCE WITH STATUTES AND REGULATIONS**

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

**28. WAIVER OF BREACH**

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not

be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

**29. ATTORNEY'S FEES**

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

**30. EXHIBITS**

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

**31. CONTRACTOR'S AUTHORITY TO EXECUTE**

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,  
a Municipal Corporation

All American Asphalt  
a California corporation

\_\_\_\_\_  
Frank Scotto, Mayor

By: \_\_\_\_\_  
Robert Bradley, Vice President

ATTEST:

\_\_\_\_\_  
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III  
City Attorney

By: \_\_\_\_\_  
Tatia Y. Strader  
Deputy City Attorney

Attachments: Exhibit A: Bid

**EXHIBIT A**

**Bid**

**[To be attached]**

### BIDDER'S PROPOSAL

COMPANY: All American Asphalt  
 TOTAL BID: 38,730.00

#### SLURRY SEAL OF CITY PARKING FACILITIES B2011-37

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

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

#### BID SCHEDULE

ITEM #	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 1,500.00	\$ 1,500.00
2	TRAFFIC CONTROL	1	LS	\$ 1,000.00	\$ 1,000.00
3	TYPE I SLURRY SEAL	48,000	SF	\$ .30	\$ 14,400.00
4	CRACK SEAL	1	LS	\$ 3,000.00	\$ 3,000.00
5	REMOVE AND RE-INSTALL PAVEMENT STRIPING, MARKINGS AND LEGENDS	1	LS	\$ 12,780.00	\$ 12,780.00
6	REMOVE AND DISPOSE EXIST WOOD WHEEL STOPS	1	LS	\$ 900.00	\$ 900.00
7	REMOVE AND STORE EXIST CONCRETE WHEEL STOPS (APPROX. 60)	1	LS	\$ 900.00	\$ 900.00
8	RE-INSTALL EXIST CONCRETE WHEEL STOPS	60	EA	\$ 25.00	\$ 1,500.00
9	FURNISH AND INSTALL NEW CONCRETE WHEEL STOPS	50	EA	\$ 40.00	\$ 2,000.00
10	NEW TRAFFIC SIGNS	2	EA	\$ 375.00	\$ 750.00

**BIDDER'S PROPOSAL**  
(CONTINUED)

**B2011-37**

**TOTAL BID AMOUNT IN FIGURES\*:**

\$ 38,730.00

**TOTAL BID AMOUNT IN WORDS\*:**

Thirty Eight thousand Seven hundred thirty Dollars <sup>40</sup> cents.

**\*BID MAY BE REJECTED IF TOTAL IS NOT SHOWN FOR BOTH FIGURES AND WORDS.**

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

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

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

Contractor: All American Asphalt

Date: September 7, 2011

By: Robert Bradley  
Robert Bradley, Vice President

Contractor's State License No. # 267073

Class A, C-12

Address: P.O. Box 2229

Corona CA 92878-2229

Phone: (951) 736-7600

Fax: (951) 739-4671

## ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2011-37

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

Addendum No. 1 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_

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  
Robert Bradley, Vice President

September 7, 2011  
Date

## CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA

B2011-37

COUNTY OF Riverside

Robert Bradley, being first duly sworn, deposes and says:  
(NAME)

1. That he/she is the Vice President  
(TITLE)
- of All American Asphalt  
(NAME OF PARTNERSHIP, CORPORATION, OR SOLE PROPRIETORSHIP)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the **SLURRY SEAL OF CITY PARKING FACILITIES, B2011-37**;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT

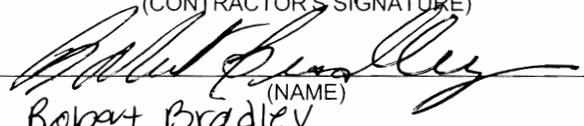
(CONTINUED)

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- 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 7th day of September, 20 11

Subscribed and Sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_

All American Asphalt  
(CONTRACTOR'S SIGNATURE)  
  
(NAME)  
Robert Bradley  
Vice President  
(TITLE)

Notary Public in and for said  
County and State.

(SEAL)

\* See Attached Notarial Jurat from Contractor.

**CALIFORNIA JURAT**

State of California

County of Riverside

Subscribed and sworn to (~~or affirmed~~) before me on this 7<sup>th</sup> day of September, 2011,  
Date Month

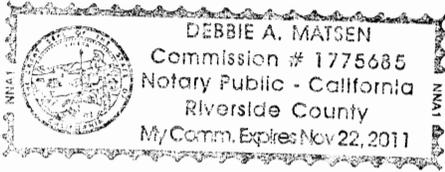
By (1) Robert Bradley,  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (,)

(and

(2) \_\_\_\_\_  
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Signature Debbie A. Matsen  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Further Description of Any Attached Document**

Title or Type of Document Contractor's Affidavit, City of Torrance

Document Date: September 7, 2011 Number of Pages: 2

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

## LIST OF SUBCONTRACTORS

B2011-37

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: PCI Striping  
 Subcontractor's Address: 1105 Hill St Long Beach  
 Specific Description of Sub-Contract: 5, 8, 9, 10, Striping in Wheel Stop.  
 License Number: 823802 CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 Specific Description of Sub-Contract: \_\_\_\_\_  
 License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 Specific Description of Sub-Contract: \_\_\_\_\_  
 License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Name Under Which Subcontractor is Licensed: \_\_\_\_\_  
 Subcontractor's Address: \_\_\_\_\_  
 Specific Description of Sub-Contract: \_\_\_\_\_  
 License Number: \_\_\_\_\_ CA License Classification/Type: \_\_\_\_\_

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

## REFERENCES

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List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

*See Attached Pages.*

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

“2009”  
PAST WORK REFERENCES

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City of Costa Mesa  
77 Fair Drive  
P.O. Box 1200  
Costa Mesa, CA 92628-1200  
Contact: Tom Banks, (714) 536-5431

Prop 1 B Street Maintenance  
Contract Amount: \$993,993.00  
Start: 7/2009  
On-going – not completed yet

City of Dana Point  
33282 Golden Lantern  
Dana Point, CA 92628  
Contact: Archie Rempher, (949) 248-3500

Annual Roadway Resurfacing Project  
Contract Amount: \$3,982,982.00  
Start: 4/2009  
On-going – not completed yet

City of Beverly Hills  
345 Foothill Road  
Beverly Hills, CA 90210  
Contact: Juan Martinez, (310) 285-2521

2008-09 Street Resurfacing  
Contract Amount: \$4,085,000.00  
Start: 1/2009  
Completed: 8/2009

County of San Bernardino  
825 East Third Street  
San Bernardino, CA 92415-0835  
Contact: Sri Srirajan, (909)387-7935

Arrow Route  
Contract Amount: \$1,980,000.00  
Start: 2/2009  
Completed: 7/2009

City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90277  
Contact: Javier Urista, (310) 318-0661

Public Improvement Package  
Contract Amount: \$1,678,000.00  
Start: 1/2009  
Completed: 9/2009

City of Westlake Village  
31200 Oak Crest Drive  
Westlake Village, CA 91361  
Contact: Roxanne Hughes, (805) 653-6597

Joint Cities Pavement Rehab. Project  
Contract Amount: \$1,242,241.11  
Start: 6/2009  
Completed: 9/2009

Department of Transportation  
12975 Culver Blvd.  
Los Angeles, CA 90066  
Contact: Sixto Ramin, (213) 216-4406

Route 27, Contract No. 07-2Y4904  
Contract Amount: \$915,511.00  
Start: 6/2009  
Completed: 9/2009

City of Rialto  
150 South Palm Avenue  
Rialto, CA 92376  
Contact: Eddie Chan, (909) 820-2651

Route 210 Detour  
Contract Amount: \$1,983,548.00  
Start: 6/2009  
Completed: 9/2009

“2010”  
PAST WORK REFERENCES

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<p>City of Santa Ana 20 Civic Center Plaza Santa Ana, CA 92701 Contact: Edward Torres, (714) 647-5018</p>	<p>Segerstrom Avenue Rehabilitation Contract Amount: \$2,094,618.00 Start: 11/2009 Completed: 3/30/2010</p>
<p>City of Chino 13220 Central Avenue Chino, CA 91790 Contact: Emani Naghme, (909) 464-8367</p>	<p>Street Rehabilitation Project FY 08/09 Contract Amount: \$2,127,501.00 Start: 11/2009 Completed: 5/31/2010</p>
<p>City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92628-1200 Contact: Thomas Banks, (714) 754-5222</p>	<p>Rehabilitation of Vanguard Way Contract Amount: \$517,646.00 Start: 12/2009 Completed: 2/30/2010</p>
<p>City of Westminster 8200 Westminster Boulevard Westminster, CA 92683 Contact: Tuan Pham, (714) 898-3311 ext. 209</p>	<p>City-wide Overlay 09-10 St. Improvement Project Contract Amount: \$1,171,416.00 Start: 2/1/2010 Completed: 5/30/2010</p>
<p>City of Paramount 16400 Colorado Avenue Paramount, CA 90723-5012 Contact: Ed Cox, (562) 908-6205</p>	<p>Resurfacing in Rosecrans Avenue Contract Amount: \$572,209.00 Start: 10/1/2009 Completed: 5/30/2010</p>
<p>City of Cerritos 18125 Bloomfield Avenue Cerritos, CA 90703-3130 Contact: Rash Syed, (562) 916-1221</p>	<p>Bloomfield Avenue Improvements Contract Amount: \$1,103,000.00 Start: 3/1/2010 Completed: 6/20/2010</p>
<p>City of Anaheim 200 South Anaheim Boulevard Anaheim, CA 92805 Contact: Sean Ramsey, (714) 765-5059</p>	<p>Magnolia Avenue Street Improvements Contract Amount: \$868,000.00 Start: 4/1/2010 Completed: 7/20/2010</p>
<p>City of Garden Grove 11222 Acacia Parkway Garden Grove, CA 92842 Contact: (714) 741-5180</p>	<p>Harbor Boulevard Street Rehabilitation Contract Amount: \$919,000.00 Start: 3/1/2010 Completed: 6/30/2010</p>

“2011”  
PAST WORK REFERENCES

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City of Compton  
205 South Willowbrook Avenue  
Compton, CA 90220  
Contact: Loujuana Mitchell, (310) 761-1437

Northwood Avenue Reconstruction  
Contract Amount: \$1,180,000.00  
Start: 10/18/2010  
Completed: 5/4/2011

County of San Bernardino  
825 E. Third Street  
San Bernardino, CA 92415  
Contact: Franklin Lund, (909) 387-7920

Cajon Blvd.  
Contract Amount: \$565,000.00  
Start: 3/11/2011  
Completed: 4/8/2011

County of Riverside  
2950 Washington Street  
Riverside, CA 92504  
Contact: David Hylkema, (951) 850-6075

De Luz Road Rehabilitation  
Contract Amount: \$740,000.00  
Start: 4/25/2011  
Completed: 5/23/2011

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680-3162  
Contact: Quang Le, (714) 890-4234

2010/2011 Citywide Reconstruction  
Contract Amount: \$322,322.00  
Start: 3/1/2011  
Completed: 4/30/2011

City of Long Beach  
333 West Ocean Blvd., 10<sup>th</sup> Floor  
Long Beach, CA 90802  
Contact: Chuck Ramey, (562) 570-6634

Annual Contract Street Reconstruction  
Contract Amount: \$3,433,415.00  
Start: 5/1/2010  
Completed: Still On-Going

City of Paramount  
16400 Colorado Boulevard  
Paramount, CA 90723-5012  
Contact: Len Gorecki, (562) 220-2111

Neighborhood Street Resurfacing  
Contract Amount: \$899,909.00  
Start: 11/1/2010  
Completed: 3/30/2011

City of Huntington Beach  
2000 Main Street  
Huntington Beach, CA 92648  
Contact: Dave Verone, (714) 375-8471

Slater Avenue Improvements  
Contract Amount: \$1,926,341.00  
Start: 8/2/2010  
Completed: 2/30/2011

Department of Transportation  
464 W. Fourth Street  
San Bernardino, CA 92410-1400  
Contact: Imad Abugharbieh, (951) 277-8579

Route 91 Project  
Contract Amount: \$5,732,812.00  
Start: 3/1/2010  
Completed: 3/30/2011

**SLURRY SEAL REFERENCES**

County of Orange  
c/o Imperial Paving  
10715 Bloomfield Avenue  
Santa Fe Springs, CA 90670  
Gordon Kline, (562) 944-0974

Project Estimate: \$290,360.00  
Completed: May 2008  
Project Title: Slurry Seal & Asphalt Overlay

City of Lake Forest  
25550 Commercentre Drive  
Lake Forest, CA 92630  
Luiz Estevez, (949) 461-3480

Project Estimate: \$1,638,523.00  
Completed: April 2008  
Project Title: Slurry Seal & Resurfacing Project

City of Corona  
400 S. Vicentia Avenue  
Corona, CA 92882-2187  
Reza Zolghadar, (951) 739-4815

Project Estimate: \$3,519,677.27  
Completed: August 2007  
Project Title: 2006-07 Local Pavement Rehab.

City of Seal Beach  
211 8<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Seal Beach, CA 90740  
David Spitz, (562) 431-2527 Ext. 1331

Project Estimate: \$140,218.75  
Completed: July 2008  
Project Title: Slurry Seal ST0803

City of Carlsbad  
5950 El Camino Real  
Carlsbad, CA 92008  
Tim Fennessy, (760) 602-2780

Project Estimate: \$406,159.00  
Completed: 11/2009  
Project Title: 2009 Slurry Seal Project

**REFERENCES**  
(CONTINUED)

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

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: # 267073 Class: A, C-12

a. Date first obtained: 1-19-71 Expiration: 1-31-2012

b. Has License ever been suspended or revoked? No.  
If yes, describe when and why: \_\_\_\_\_

c. Any current claims against License or Bond? No.  
If yes, describe claims: \_\_\_\_\_

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

NAME	TITLE	LICENSE NO. (If Applicable)
<u>Dan D. Sisemore</u>	<u>President</u>	<u># 267073</u>
<u>Mark Luper</u>	<u>Secretary</u>	_____
<u>Robert Bradley</u>	<u>Vice President</u>	_____
_____	_____	_____
_____	_____	_____

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2011-37

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

Yes/No: No. Federal/State: \_\_\_\_\_

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

Have the penalties been paid? Yes/No: \_\_\_\_\_

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

Yes/No: No. Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

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

**DEBARMENT AND SUSPENSION CERTIFICATION**  
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

**B2011-37**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal AGENCY;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal AGENCY within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

-N/A-

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating AGENCY, and dates of action.

**Notes:** Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.