Council Meeting of
November 22, 2011

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

Members of the Council:

SUBJECT: Public Works – Award agreement for the Bus Stop Accessibility Improvement Project. Expenditure: $74,970.

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1) Approve the construction detail and specifications for the Bus Stop Accessibility Improvement Project, CDBG 601414-11 (B2011-40);

2) Authorize an appropriation and expenditure of $74,970 from the Community Development Block Grant (CDBG) funds to construct the improvements; and

3) Award a two-year public works agreement to Victor Concrete in the amount of $71,400 and authorize a 5% contingency in the amount of $3,570 for the Bus Stop Accessibility Improvement Project, CDBG 601414-11.

Funding

Funding for the Public Works Agreement and 5% contingency is available from Community Development Block Grant (CDBG) Funds.

BACKGROUND AND ANALYSIS

Several bus stops within the City of Torrance have been found to have uneven pavement or grassy areas onto which passengers board and disembark the busses. This project creates a level, continuous ADA compliant concrete pad to provide connectivity between existing bus stop curbs and sidewalks to facilitate ingress and egress from transit busses.

Award of Public Works Agreement

This project was advertised for bid on September 13, 2011 utilizing the City's "Green Bid" process, which gave prospective bidders the ability to view and print the plans and specifications for the project at any time.

Ten bids were received and opened on October 13, 2011 with the following results:

BIDDER	TOTAL BID
1) Victor Concrete	$71,400.00
2) Hym Engineering, Inc	$74,250.00
3) ND Electrical Construction, Inc	$86,628.00
4) FS Construction	$90,550.00
5) Pacific Construction Company	$97,240.00
6) S Parker Engineering, Inc	$101,383.50
7) Kalban, Inc	$115,700.00
8) Unique Performance Construction	$118,400.00
9) Aramexx Construction	$132,889.75
10) G Coast Construction, Inc	$139,300.00

The Engineer's estimate is between $95,000 and $105,000. Victor Concrete was the apparent lowest, responsive bidder. Their bid is approximately $23,600 (25%) lower than the Engineer's estimate.

Victor Concrete 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, Victor Concrete is the confirmed lowest, responsive bidder and the Public Works Director recommends that the City Council award the Public Works Agreement to Victor Concrete.

It is anticipated that construction of the Bus Stop Accessibility Improvement Project will commence in January 2012 and be completed by May 2012.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By Elizabeth Overstreet
Engineering Manager

Lea Reis
Associate Engineer

CONCUR:

Robert J. Beste
Public Works Director

LeRoy J. Jackson
City Manager

Attachments: A. Public Works Agreement- Victor Concrete
B. Map of Bus Stop locations to be improved

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of November , 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and VICTOR CONCRETE, a Sole Proprietor ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **Bus Stop Accessibility Improvements, CDBG 601414-11, B2011-40**;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **Bus Stop Accessibility Improvements, CDBG 601414-11, B2011-40** (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 Engineering 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. Project B2011-40, CDBG 601414-11, includes installation of concrete bus stop accessibility pads throughout several bus stops in the City of Torrance. See Exhibit A and Specifications for details.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years 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 $71,400.00 ("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.

C. SOURCE OF FUNDS

This project is being funded by the Community Development Block Grant.

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:

Victor Granillo, Owner

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. In addition, In accordance with the Federal Regulations specified in 24 CFR 85.36(i)(10), the CONTRACTOR shall maintain all records that are pertinent to the activities to be funded under this Agreement. Records to be maintained include, but are not limited to books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of auditing. The CONTRACTOR shall retain all records for a period of four (4) years after final payment and all other pending matters are closed.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts

or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

17. INSURANCE

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Combined single limits of $2,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least $3,000,000 per occurrence, with an annual aggregate of no less than $5,000,000.

3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

A. In accordance with City of Torrance policies, procedures, the Torrance Municipal Code and section 570.611 of the CDBG Regulations 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; AND

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.

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

CONTRACTOR:	Victor Concrete 6135 Barcelona Ave. Riverside, CA 92509
	Fax: 951-686-4020
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
with a copy to:	Attn: Elizabeth Overstreet Public Works Department City of Torrance 20500 Madrona Aveune Torrance, CA 90503

Fax: (310)781-6902

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. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROVISIONS

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.

CITY OF TORRANCE,
a Municipal Corporation

Victor Concrete
A Sole Proprietor

_____
Frank Scotto, Mayor

By: _____
Victor Granillo, Owner

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Deputy City Attorney

Attachments: Exhibit A: Bid
Exhibit B: Community Development Block Grant (CDBG) Provisions

EXHIBIT A

Bid

[To be attached]

EXHIBIT B

Community Development Block Grant (CDBG) Provisions

[To be attached]

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of November , 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and VICTOR CONCRETE, a Sole Proprietor ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **Bus Stop Accessibility Improvements, CDBG 601414-11, B2011-40**;

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the **Bus Stop Accessibility Improvements, CDBG 601414-11, B2011-40** (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 Engineering 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. Project B2011-40, CDBG 601414-11, includes installation of concrete bus stop accessibility pads throughout several bus stops in the City of Torrance. See Exhibit A and Specifications for details.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for two years 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 $71,400.00 ("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.

C. SOURCE OF FUNDS

This project is being funded by the Community Development Block Grant.

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:

Victor Granillo, Owner

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. In addition, In accordance with the Federal Regulations specified in 24 CFR 85.36(i)(10), the CONTRACTOR shall maintain all records that are pertinent to the activities to be funded under this Agreement. Records to be maintained include, but are not limited to books, documents, papers, and records of the contractor which are directly pertinent to the contract for the purpose of auditing. The CONTRACTOR shall retain all records for a period of four (4) years after final payment and all other pending matters are closed.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts

or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

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

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

17. INSURANCE

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

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Combined single limits of $2,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least $3,000,000 per occurrence, with an annual aggregate of no less than $5,000,000.

3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.

F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

A. In accordance with City of Torrance policies, procedures, the Torrance Municipal Code and section 570.611 of the CDBG Regulations 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; AND

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.

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

CONTRACTOR:	Victor Concrete 6135 Barcelona Ave. Riverside, CA 92509
	Fax: 951-686-4020
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931
with a copy to:	Attn: Elizabeth Overstreet Public Works Department City of Torrance 20500 Madrona Aveune Torrance, CA 90503

Fax: (310)781-6902

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. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROVISIONS

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.

CITY OF TORRANCE,
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

Victor Concrete
A Sole Proprietor

By: _____
Victor Granillo, Owner

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Deputy City Attorney

Attachments: Exhibit A: Bid
Exhibit B: Community Development Block Grant (CDBG) Provisions

EXHIBIT A

Bid

[To be attached]

BIDDER'S PROPOSAL

Company: Victor Concrete

Total Bid: Seventyone thousand, four hundred. 00

BUS STOP ACCESSIBILITY IMPROVEMENTS
(CDBG #601414-11)
B2011-40

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
(CDBG funds will be used for payment)

1	1	LS	**SOUTH BOUND -ANZA / 190th ST PER LOCATION MAP** –RELOCATE SIGN POST AND TRASH BIN OUTSIDE OF NEW PAD AREA. REPLACE BUS STOP SIGN WITH NEW SIGN (TO BE PROVIDED BY THE CITY). REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 6.5 FT AROUND SD CATCH BASIN.	$1,950.	$ 1,950.
2	1	LS	**NORTH BOUND - ANZA / EMERALD ST PER LOCATION MAP** -REMOVE AND DISPOSE OF EXISTING AC PAD AND SOD. RELOCATE TRASH BIN POLE OUTSIDE OF NEW PAD AREA. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 7.5 FT SOUTH OF FIRE HYDRANT.	$1,950.	$ 1,950.

3	1	LS	**SOUTH BOUND ANZA / EMERALD ST PER LOCATION MAP** -REMOVE AND DISPOSE OF AC PAD, CONCRETE AND SOD. RELOCATE SIGN POST SOUTH OF NEW PAD AREA, REPLACE TORRANCE BUS STOP SIGN WITH NEW SIGN (TO BE PROVIDED BY THE CITY), COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 31 FT x 7.5 FT NORTH OF POWER POLE.	$ 2,100.	$ 2,100.00
4		LS	**SOUTH BOUND ANZA / SPENCER ST PER LOCATION MAP** – REMOVE AND DISPOSE OF BRICKS, COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 21 FT x 3.5 FT	$ 1,600.	$ 1,600.
5	1	LS	**NORTH BOUND ANZA / SPENCER ST PER LOCATION MAP** -REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 7.5 FT SOUTH OF TRASH BIN.	$ 1,950.	$ 1,950.
6			INTENTIONALLY DELETED	$	$
7	1	LS	**SOUTH BOUND ARLINGTON / PLAZA DEL AMO ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4 FT NORTH OF BUS STOP SIGN.	$ 1,600.	$ 1,600.
8	1	LS	**WEST BOUND ARTESIA / AINSWORTH ST PER LOCATION MAP** - RELOCATE EXISTING SIGN POST AND TRASH BIN TO THE WEST OF PAD, REPLACE TORRANCE BUS STOP SIGN (TO BE PROVIDED BY THE CITY).	$ 500.	$ 500.00
9	1	LS	**WEST BOUND ARTESIA / AMIE ST PER LOCATION MAP** - RELOCATE SIGN POST AND TRASH BIN TO WEST OF PAD, REPLACE TORRANCE BUS STOP SIGN (TO BE PROVIDED BY THE CITY)	$ 500.	$ 500.00

10	1	LS	**EAST BOUND ARTESIA / CASIMIR ST PER LOCATION MAP** -REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 15 FT x 4.5 FT WEST OF AND ADJACENT TO EXISTING BUS PAD.	$ 1,500	$ 1,500.
11	1	LS	**WEST BOUND ARTESIA / CASIMIR ST PER LOCATION MAP** - RELOCATE SIGN POST AND TRASH BINS TO OUTSIDE OF PAD AREA.	$500.	$ 500.
12	1	LS	**WEST BOUND ARTESIA / PRAIRIE AV PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 12 FT x 4.5 FT EAST OF AND ADJACENT TO EXISTING PAD.	$ 1,450.	$ 1,450.
13	1	LS	**NORTH BOUND CRENSHAW BL / 178TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 20 FT x 5.5 FT NORTHERLY FROM LIGHT POLE.	$1,600.	$ 1,600.
14	1	LS	**NORTH BOUND CRENSHAW BL / 178TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 6 FT SOUTH OF SIGN POST	$ 1,900.	$ 1,900.
15	1	LS	**NORTH BOUND CRENSHAW BL/ 186TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4.5 FT SOUTH OF TRASH BIN.	$ 1,900,	$ 1,900.
16	1	LS	**SOUTH BOUND CRENSHAW BL / 208TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOIL/SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK	$ 1,900	$ 1,900.

			PCC PAD 30 FT x 5 FT, SOUTH OF POWER POLE.		
17	1	LS	**NORTH BOUND CRENSHAW BL / MARICOPA ST PER LOCATION MAP** - REMOVE EXISTING SIGN, INSTALL NEW SIGN AND SIGN POST ON NORTH WEST CORNER.	$400.	$ 400.
18			INTENTIONALLY DELETED	$	$ 1,
19			INTENTIONALLY DELETED	$	$
20	1	LS	**EAST BOUND TORRANCE BL / COTA AV PER LOCATION MAP** -REMOVE AND REPLACE 5 FT X 20 FT CONC. SIDEWALK, REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 19 FT x 7 FT WEST OF TRASH BIN.	$ 1,700.	$ 1,700.
21	1	LS	**WEST BOUND TORRANCE BL / FERN AV PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 23 FT x 5.5 FT EAST OF AND ADJACENT TO EXISTING PAD AREA.	$ 1,900.	$ 1,900.
22	1	LS	**WEST BOUND TORRANCE BL / HICKORY AV PER LOCATION MAP**- REMOVE AND DISPOSE OF AC PAD AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5 FT EAST FROM TRAFFIC LIGHT.	$ 1,900.	$ 1,900.
23	1	LS	**WEST BOUND TORRANCE BL / KORNBLUM AV PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5 FT EAST FROM LIGHT POLE.	$ 1,900.	$ 1,900.
24	1	LS	**EAST BOUND TORRANCE BL / KORNBLUM AV PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES	$ 1,900.	$ 1,900.

			CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5 FT EAST FROM LIGHT POLE.		
25	1	LS	**SOUTH BOUND TORRANCE BL / FAYSMITH AV PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 23 FT x 5.5 FT NORTH OF BUS STOP SIGN.	$ 1,900.	$ 1,900.
26	1	LS	**SOUTH BOUND MADRONA AV / PLAZA DEL AMO PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT NORTH OF BUS STOP SIGN.	$ 1,900.	$ 1,900.
27	1	LS	**NORTH BOUND MADRONA AV / CITY YARD PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 17 FT x 4 FT NORTH OF AND ADJACENT TO EXISTING BUS PAD AREA.	$ 1,500.	$ 1,500.
28	1	LS	**WEST BOUND SEPULVEDA BL / HICKORY AV PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4.5 FT, EAST OF TRAFFIC VAULT.	$ 1,900.	$ 1,900.
29	1	LS	**EAST BOUND SEPULVEDA BL / ELLINWOOD AV PER LOCATION MAP** - REMOVE AND DISPOSE OF EXISTING AC PAD, AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT, WEST OF BUS STOP SIGN.	$ 1,900.	$ 1,900.
30	1	LS	**WEST BOUND SEPULVEDA BL / ELLINWOOD AV PER LOCATION MAP** - REMOVE AND DISPOSE AC PAD AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND	$ 1,900.	$ 1,900.

			POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT, WEST OF BUS STOP SIGN.		
31	1	LS	**SOUTH BOUND PALOS VERDE BL / PASEO DEL LA PLAYA PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT NORTH OF AND ADJACENT TO EXISTING SIDEWALK.	$ 1,900.	$ 1,900.
32	1	LS	**NORTH BOUND VAN NESS BL / 190TH ST PER LOCATION MAP**- REMOVE AND DISPOSE OF AC PAD AND SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 21 FT x 5.5 FT, SOUTH OF POWER POLE.	$ 1,800	$ 1,800.
33	1	LS	**SOUTH BOUND VAN NESS BL / TOYOTA WAY PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD/PLANTS. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 4 FT SOUTH OF POWER POLE.	$ 1,900.	$ 1,900.
34	1	LS	**NORTH BOUND VAN NESS BL / TOYOTA WAY PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 19.5 FT x 5.5 FT SOUTH OF AND ADJACENT TO EXISTING BUS PAD.	$ 1,700.	$ 1,700.
35	1	LS	**SOUTH BOUND VAN NESS BL / DEL AMO BL PER LOCATION MAP** -REMOVE AND DISPOSE OF SOD/DIRT AND AC PAD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT NORTH OF TRAFFIC LIGHT.	$ 1,900.	$ 1,900.
36			INTENTIONALLY DELETED	$	$
37	1	LS	**NORTH BOUND VAN NESS BL / HARPERS WAY PER LOCATION MAP**- REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES	$ 1,900.	$ 1,900.

			CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT SOUTH OF LIGHT POLE.		
38	1	LS	**NORTH BOUND VAN NESS BL / ARLINGTON AV PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT BETWEEN LIGHT POLE AND TREE.	$ 1,900.	$ 1,900.
39	1	LS	**NORTH BOUND VAN NESS BL / TORRANCE BL PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 17 FT x 3.5 FT BETWEEN TREES.	$ 1,600.	$ 1600.
40	1	LS	**SOUTH BOUND ARLINGTON AV / 220TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT NORTH OF TRASH BIN.	$ 1,900.	$ 1,900.
41	1	LS	**NORTH BOUND ARLINGTON AV / 220TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT SOUTH OF TRASH BIN	$ 1,900.	$ 1,900.
42	1	LS	**SOUTH BOUND AT ARLINGTON AV / 231ST ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT SOUTH OF BUS STOP SIGN.	$ 1,900.	$ 1,900
43	1	LS	**NORTH BOUND ARLINGTON AV / 235TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT SOUTH OF CATCH BASIN.	$ 1,900.	$ 1,900.

44	1	LS	**NORTH BOUND ARLINGTON AV / 237TH ST PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 15 FT x5.5 FT SOUTH OF CATCH BASIN AND 15 X 2.0 BEHIND BENCH	$ 1,800	$ 1,800.
45	1	LS	**SOUTH BOUND ARLINGTON AV / 239TH ST PER LOCATION MAP** – REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 3.5 FT NORTH OF BUS STOP SIGN.	$ 1,900.	$ 1,900.
46	1	LS	**EAST BOUND 190TH ST / VAN NESS BL PER LOCATION MAP** - REMOVE AND DISPOSE OF SOD. COMPACT SOIL, LAY 4 INCHES CRUSHED AGGREGATE BASE AND POUR 3 ½ INCHES THICK PCC PAD 30 FT x 5.5 FT WEST OF BUS STOP SIGN.	$ 1,900	$ 1,900.

TOTAL BID PRICE $ $71,400.00
(Figures)* Seventy one thousand, four hundred

TOTAL BID PRICE: Seventy one thousand, four hundred dollars
(Words)*

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

B2011-40

B2011-40

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.

Victor Granillo / VictorConcrete
Contractor

Date: October 11, 2011 By: Victor Granillo

Contractor's State License Address: 6135 Barcelona Ave.

No. 577258 Riverside CA 92509

Class C-8 Phone: (951) 686-4215

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2011-40

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 _____

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

10-11-2011
Date

CITY OF TORRANCE, CALIFORNIA
ADDENDUM NO. 1
Issued: September 30, 2011
TO
PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION
OF
Bus Stop Accessibility Improvements
(CDBG 601414-11)
B2011-40

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

1. Refer to the 5th paragraph in the Notice Inviting Bids. Strike the following:

The Engineer's estimate of the contract total is between **~~$140,000 and $160,000~~**. All work shall be completed within **60** working days from the date of the Notice to Proceed (NTP).

Replace with the following:

The Engineer's estimate of the contract total is between **$95,000 and $105,000**. All work shall be completed within **60** working days from the date of the Notice to Proceed (NTP).

By Order of the City Engineer

/S/ Ted Semaan

Ted Semaan
City Engineer

BIDDER'S CERTIFICATION

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

Victor Concrete
Bidder

By

10/12/16
Date

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

Please fill out and submit the "Acknowledgment of Addenda Received" form provided in Section C of the Specifications.

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
}
COUNTY OF Riverside } **B2011-40**

Victor Granillo, being first duly sworn, deposes and says:

1. That he is the Owner
Title
of Victor Concrete
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of BUS STOP ACCESSIBILITY IMPROVEMENTS (CDBG #601414-11); B2011-40;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any contractor who does not use the facilities of or accept bids from or through such bid depository;

CONTRACTOR'S AFFIDAVIT (CONTINUED)

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

Dated this 11 day of October, 2011.

Subscribed and Sworn to
before me this 11 day
of October, 2011.

Victor Concrete
(Contractor)

(owner)
(Title)

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

CALIFORNIA
ALL PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Riverside } SS.

On October 11, 2011 before me, Sandra Arechiga, Notary Public,
(insert name and title of the officer)

personally appeared Victor Granillo,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SANDRA ARECHIGA
COMM. # 1871309
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. NOV. 15, 2013

Sandra Arechiga
(signature of notary public)

(seal)

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of TORRANCE, DEPARTMENT OF PUBLIC WORKS.

State of California)

County of Riverside)

Victor Granillo, being first duly sworn, deposes and says that he or she is Owner of Victor Concrete, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Project Name: Bus Stop Accessibility Improvement Project Number: CDBG 601414-11

Company: Victor Concrete

Address: 6135 Barcelona Ave

Signature: [signature]

Title: Owner

Date: 10-11-2011

SWORN TO AND SUBSCRIBED TO BEFORE ME

This _____ day of _____, 20_____

/s/ Notary Public: _____

My Commission Expires: _____

CALIFORNIA
ALL PURPOSE CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of Riverside } SS.

On October 11, 2011 before me, Sandra Arechiga, Notary Public,
(insert name and title of the officer)

personally appeared Victor Branillo,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SANDRA ARECHIGA
COMM. # 1871309
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
MY COMM. EXP. NOV. 15, 2013

Sandra Arechiga
(signature of notary public)

(seal)

REFERENCES

(List only work that is similar in scope, magnitude and degree of difficulty and completed by the Contractor within the past three [3] years.)

1. Name (Firm/Agency): City of Brea
   Address: One Civic Center Circle Brea, CA 92821
   Contact Person: Raul Lising Telephone No.: (714) 671-4450
   Title of Project: Country Road Town homes Curb Access Ramps
   Project Location: CIP project #7292/59 concrete ramps various Areas
   Date of Completion: October 29, 2011 Contract Amount: $ 133,366.00
2. Name (Firm/Agency): City of La Quinta
   Address: P.O. Box 1504 Ceille Tampico LA Quinta CA 92247
   Contact Person: Leonard St. Sauver Telephone No.: (760) 777-7048
   Title of Project: Village Area Sidewalk Improvements #2009-19
   Project Location: Various Areas Ramps Removed and Replaced
   Date of Completion: November 4, 2010 Contract Amount: $ 107,991.50
3. Name (Firm/Agency): County of San Bernardino
   Address: County of San Bernardino CA - Victorville
   Contact Person: Frank Luna Telephone No.: (909) 387-8130
   Title of Project: Spring Valley Lake Curb and gutter repair WOHA0232
   Project Location: Various Location Spring Valley Lake
   Date of Completion: 11·20·2009 Contract Amount: $ 43,999.00
4. Name (Firm/Agency): City of Encinitas
   Address: 160 Calle Magdalena Encinitas 92024
   Contact Person: Howard Whitlock Telephone No.: (760) 633.2853
   Title of Project: Repair and Replace Sidewalk and ADA Ramps
   Project Location: Various sites in city
   Date of Completion: Open contract 2009, 2010, 2011 Contract Amount: $ 130,000.00

REFERENCES

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

Work Description & Contract Amount	Agency	Date Completed
Install curb Access Ramps #7292 $133,366.00	City of Brea	9/29/2011
Installaton of ADA Ramps and Sidewalks $90,000.00	City of Victorville	9/08-4/2011
Istallation of ADA Ramps and Various Projects Sidewalks, curb and gutter $107,991.50	City of La Quinta	11/2010
Tilt up, Sidewalk, City Hall curb & gutter, $964,000.00	City of Murrieta	5/2008
R&R Sidewalks drive approaches Curb & Gutter $153,503.00	City of Carlsbad	6/2009

Contractor's License No.: 577258 Class: C-8

a. Date first obtained: 9-11-1989 Expiration 8/31/2013

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)
Victor Granillo	Owner	577258

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

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

   Yes/No: NO Federal/State: NO

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

   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): —

DISQUALIFICATION OR DEBARMENT

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

Date: _____ Entity: _____

Location: _____

Reason: _____

_____

_____

_____

_____

Provide Status and any Supplemental Statement: _____

_____

_____

_____

_____

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

LIST OF SUBCONTRACTORS

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

Name Under Which Subcontractor is Licensed: No Subs to be used.

CA License Number, Classification and Type: Ø

Address of Office, Mill or Shop: Ø

Specific Description of Sub-Contract: Ø

Name Under Which Subcontractor is Licensed: Ø

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: Ø

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: Ø

CA License Number, Classification and Type: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Subcontractors listed in accordance with the provisions of Section 2-3 must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

DBE BIDDERS LIST

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: Victor Concrete **Phone:** (951) 686-4215

Address: 6135 Barcelona **Fax:** (951) 686-4020

Contact Person: Victor Granillo **No. of years in business:** 29 yrs

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ____ **NO:** X

Type of work/services/materials provided by firm? Concrete, site work

What was your firm's Gross Annual receipts for last year?

Less than $1 Million
Less than $5 Million
Less than $10 Million
Less than $15 Million
More than $15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

DBE BIDDERS LIST

All bidders are required to provide the following information for each DBE and non-DBE subcontractor or subconsultant who provided a proposal, bid, quote, or were contacted by the proposed prime bidder. This information is required from the proposed prime bidder and must be submitted with their bid/proposal. The City of Torrance will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: Victor Concrete **Phone:** (951) 686-4215

Address: 6135 Barcelona **Fax:** (951) 686-4020

Contact Person: Victor Granillo **No. of years in business:** 29 yrs

Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ____ **NO:** X

Type of work/services/materials provided by firm? Concrete, site work

What was your firm's Gross Annual receipts for last year?

Less than $1 Million
Less than $5 Million
Less than $10 Million
Less than $15 Million
More than $15 Million

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

NOTICE TO BIDDERS

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
COMPLIANCE DOCUMENTS FOR CONSTRUCTION CONTRACTS of $100,000 or more

A Bidder is required to familiarize itself with the information provided on the following pages. Failure to comply with and/or meet the requirements may result in a bid being determined incomplete or non-responsive.

A bidder is required to submit the following Compliance forms with its Bid Proposal:

- ☒ **1:** County Lobbying Certification (C-28)
- ☒ **2:** Request for Additional Classification and Rate (C-30)
- ☒ **3:** Contractor's List of Proposed Subcontractors (C-31)
- ☒ **4:** Worker's Compensation Certification (C-32)
- ☐ **5:** Non-Segregated Facilities Certification C-33)
- ☒ **6:** Past Performance Certification (C-34)
- ☒ **7:** Notice of Equal Employment Opportunity Commitment (C-45)
- ☐ **8:** Non Collusive Affidavit (C-46)
- ☐ **9:** Federal Lobbying Certification (C-47)

CONFLICT OF INTEREST:

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

FEDERAL EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION REQUIREMENTS:

Construction contracts of $100,000 or more require all bidders to commit to providing equal employment, training and contracting opportunities without discrimination.

CONTRACTOR'S DUTY TO PAY PREVAILING WAGES:

In addition to California Labor Code Section 1770 et seq., federally assisted construction contracts of $2,000 or more require compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

This construction project is being funded in whole or in part with U.S. Department of Housing & Urban Development (HUD) Federal Community Development Block Grant (CDBG) funds. Federal Labor Standards Provisions (HUD-4010 form), including the prevailing wage requirements of the Davis-Bacon & Related Acts (DBRA), will be enforced. In the event of a conflict between Federal Regulations and State Law prevailing wage requirement, the higher of the two will prevail.

Workers must be paid each week, no less than the hourly wage rate plus the hourly fringe benefit listed in the Federal Wage Decision. Work classifications reported on weekly payroll reports must conform to the appropriate work classification listed on the Federal Wage Decision. Number: CA SC-23-102-2 Modification Number: 1 dated 8/22/11 (in effect 10 days prior to opening of this bid): 2011-1

COMPETIVE BID CONTRACTS:

The Prime Contractor must ensure that each sub-contractor and lower-tier contractor receives a copy of the Federal Wage Decision and the Federal Labor Standards Provisions (HUD-4010 form). Each contractor, sub-contractor and lower-tier contractor is responsible for reviewing the Wage Decision in advance to insure each work classification to be used is listed on the Wage Decision. Work Classifications or Wage Rates paid to workers for any work performed on this project that do not conform to the work classifications or wage rates listed in the Federal Wage Decision MUST BE APPROVED IN ADVANCE BY HUD.

Community Development Commission
County of Los Angeles

COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031
CERTIFICATION

Name of Firm: Victor Concrete

Address: 6135 Barcelona Ave.

State: CA Zip Code: 92509 Telephone Number: (951) 686-4215

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles.

1) It is understood that each person/entity/firm who applies for a Community Development Commission contract, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code, Chapter 2.160 (Los Angeles County Ordinance 93-0031) and;

2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;

3) That any person/entity/firm who seeks a contract with the Community Development Commission shall be disqualified therefrom and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into contract with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Victor Granillo
(Contractor Subcontractor)

By: [signature]
(Signature)

10-11-2011
(Date)

Owner
(Title)

CONTRACTING WITH SMALL BUSINESS MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

1. It is national policy to award a fair share of contracts to Small Business and Minority Firms. Accordingly, affirmative steps must be taken to assure that Small Business and Minority Firms are utilized, when possible, as sources of supplies, equipment, construction and services. Affirmative steps include the following:

   a. Including qualified Small Business and Minority Firms on solicitation lists.

   b. Assuring that Small Business and Minority Firms are solicited whenever they are potential sources.

   c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum Small Business and Minority Firm participation.

   d. Where the requirement permits, establishing delivery schedules which will encourage participation by Small Business and Minority Firms.

   e. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, as required.

   f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in 1a through 1e above.

2. Grantees shall take similar appropriate affirmative action in support of Women's Business Enterprises.

3. Grantees are encouraged to procure goods and services from Labor Surplus Areas.

CONTRACTOR LIST OF PROPOSED SUBCONTRACTORS

Bus Stop Accesibility improvements
PROJECT NAME

Location Torrance

AWARDING AGENCY

Project Number CDBG#GC1414-11 (E2011-40)

SUBCONTRACTORS: Name, Address, and Telephone Number	Employer Identification Number	Contractor License Number	Contract Amount	Estimated Start Date	Estimated Completion Date	TRADES TO BE USED
None						

[signature]
Signature

October 11, 2011
Date

Victor Concrete / Victor Granillo
Name and Title

Victor Concrete
Company Name

WORKER'S COMPENSATION CERTIFICATION

I certify, by signature below, that I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Date: 10-11-2011 Project Number: CDBG#601414-11 (B2011-40)

Project Name: Bus Stop Accessibility improvements

Company Name: Victor Concrete

Address: 6135 Barcelona Ave.

Print Name: Lisa M Jones

Title: Payroll Clerk

Signature: Lisa M Jones

NON-SEGREGATED FACILITIES CERTIFICATION

FEDERALLY-ASSISTED CONSTRUCTION PROJECTS

The federally-assisted construction contractor certifies that he/she DOES NOT and WILL NOT:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.

2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally-assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 10-11-2011 Project Number: CDBG#601414-11 (B2011-40)

Company: Victor Concrete

Address: 6135 Barcelona Ave.

By: (Victor Granillo)

Title: Owner

CERTIFICATION
WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The ☒bidder, ☐proposed sub-contractor, hereby certifies that he/she ☒has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐has, ☒has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 9/28/2011 Project Number: 7292 Contract Award: $ 133,366.00 / $78,594.00

Awarding Agency: City of Brea / South Pasadena

Contractor Name: Victor Concrete Total Number of Employees 6

Affiliate Company: _____

By: [signature]

Title: Owner

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of $10,000 or under are exempt).

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

(1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.

(2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

(1) Are not exempt as provided for by 41 CFR 60-1.5

(2) Have 50 or more employees, and

a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or

b. Serve as a depository of Government funds in any amount, or

c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

TO: NONE
(Name of Labor Union, Workers Representative, etc

NONE
(Address)

Name of Business (Contractor): Victor Concrete
Project Name: BusStopAccessibilityImprovement Project Number: CDBG#601414-11 (B2011-40)

The Undersigned currently holds a contract with N/A, involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Victor Granillo
(Print Name)

By: [signature]
(Signature)

October 11, 2011
(Date)

Owner
(Title)

FEDERAL LOBBYIST CERTIFICATION

Name of Firm: Victor Concrete

Address: 6135 Barcelona Ave

State: CA Zip Code: 92509 Telephone Number: (951) 6864215

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the Community Development Commission, County of Los Angeles.

1) No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this
Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;

3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Authorized Official:

Victor Granillo
(Contractor Subcontractor)

By: [signature]
(Signature)

October 11, 2011
(Date)

Owner
(Title)

EXHIBIT B

Community Development Block Grant (CDBG) Provisions

[To be attached]

EXHIBIT B

Community Development Block Grant (CDBG) Provisions

CONTRACTOR agrees to comply with all local and State civil laws and regulations governing the funds provided under this contract, and with the following:

The Title VI of the Civil Rights Act of 1964 which prohibits discrimination, exclusion of participation, or the denial of benefits on the basis of race, color, national origin, or gender.

The Age Discrimination Act of 1975 which prohibits discrimination from participation on the basis of age.

Executive Order 11246 – Equal Employment Opportunity which requires that no person shall be discriminated against any employee or applicant for employment because of race, religion, sex, color, or national origin.

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The CONTRACTOR will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, availability to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

SPECIAL CONDITIONS

The CONTRACTOR agrees to comply with the requirements of Title 24 Code of Federal Regulations Part 570 of the U.S. Department of Housing and Urban Development regulations concerning Community Development Block Grant (CDBG) and all federal regulations and policies issued pursuant to these regulations. The CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

EMPLOYMENT RESTRICTIONS

The CONTRACTOR agrees to comply with the requirements of the Secretary of Labor in accordance with the Executive Order 11246, Davis-Bacon Act as amended, the provision of Section 103 and 107 of the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-222), Section 3 of the Housing and Urban Development Act of 1968, and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The CONTRACTOR shall maintain documentation which demonstrates compliance with hour and wages requirements of this part. Such documentation shall be made available to the CITY for review upon request.

PATENT AND COPYRIGHTS

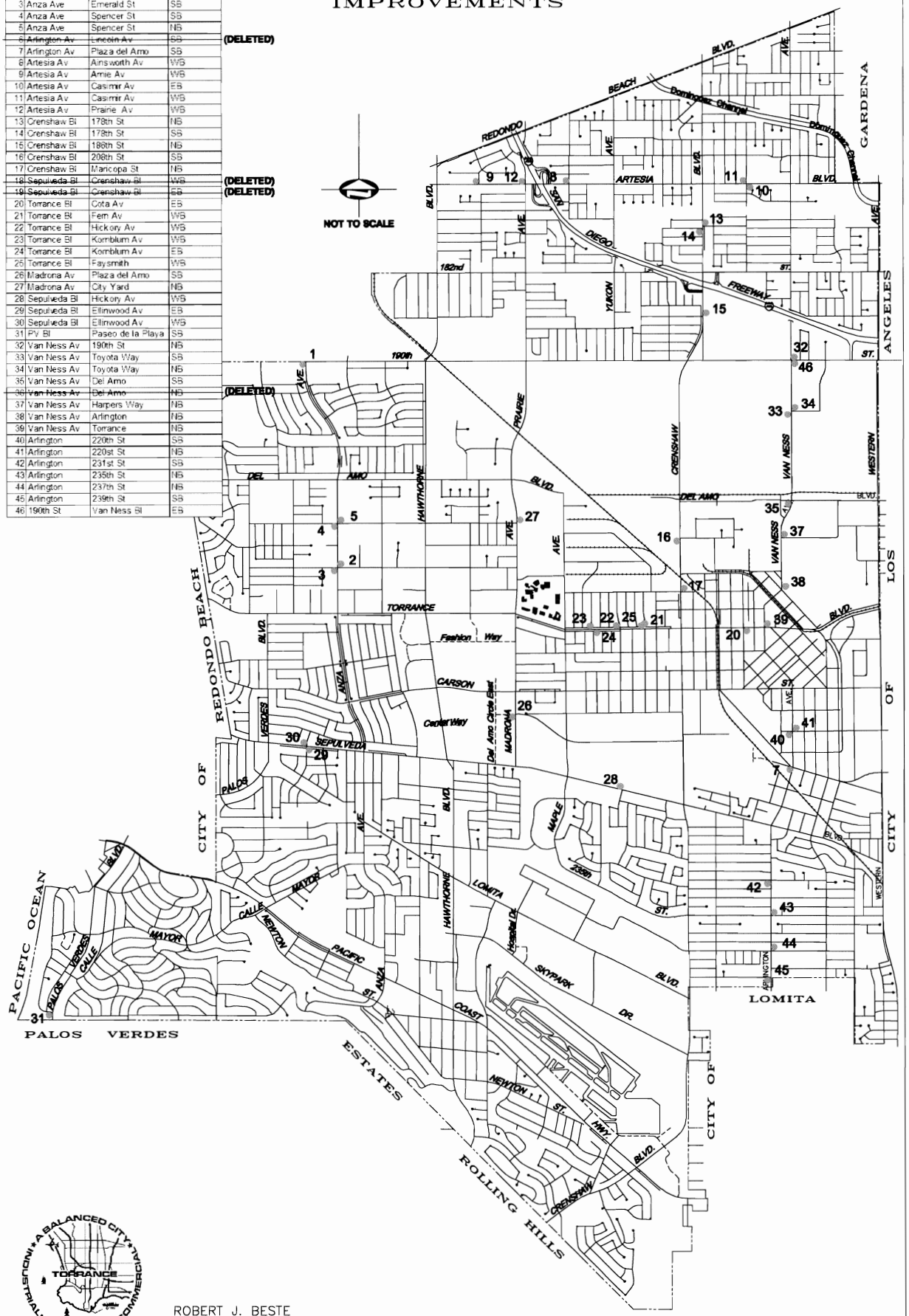
If this contract results in any discovery or invention which may develop in the course of or under contract, the CITY reserves the right to royalty-free, non-exclusive and irrevocable license to use and to authorize others to use the work for government purposes.

If this contract results in any copyrightable material, the CITY reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the work for government purposes.

ATTACHMENT B

CITY OF TORRANCE BUS STOP ACCESSIBILITY IMPROVEMENTS

ID	ON	NEAREST CROSS ST	Direction
1	Anza Ave	190th St	SB
2	Anza Ave	Emerald St	NB
3	Anza Ave	Emerald St	SB
4	Anza Ave	Spencer St	SB
5	Anza Ave	Spencer St	NB
~~6~~	~~Arlington Av~~	~~Lincoln Av~~	~~SB~~ (DELETED)
7	Arlington Av	Plaza del Amo	SB
8	Artesia Av	Ainsworth Av	WB
9	Artesia Av	Arnie Av	WB
10	Artesia Av	Casimir Av	EB
11	Artesia Av	Casimir Av	WB
12	Artesia Av	Prairie Av	WB
13	Crenshaw Bl	178th St	NB
14	Crenshaw Bl	178th St	SB
15	Crenshaw Bl	186th St	NB
16	Crenshaw Bl	208th St	SB
17	Crenshaw Bl	Maricopa St	NB
~~18~~	~~Sepulveda Bl~~	~~Crenshaw Bl~~	~~WB~~ (DELETED)
~~19~~	~~Sepulveda Bl~~	~~Crenshaw Bl~~	~~EB~~ (DELETED)
20	Torrance Bl	Cota Av	EB
21	Torrance Bl	Fern Av	WB
22	Torrance Bl	Hickory Av	WB
23	Torrance Bl	Kornblum Av	WB
24	Torrance Bl	Kornblum Av	EB
25	Torrance Bl	Faysmith	WB
26	Madrona Av	Plaza del Amo	SB
27	Madrona Av	City Yard	NB
28	Sepulveda Bl	Hickory Av	WB
29	Sepulveda Bl	Ellinwood Av	EB
30	Sepulveda Bl	Ellinwood Av	WB
31	PV Bl	Paseo de la Playa	SB
32	Van Ness Av	190th St	NB
33	Van Ness Av	Toyota Way	SB
34	Van Ness Av	Toyota Way	NB
35	Van Ness Av	Del Amo	SB
~~36~~	~~Van Ness Av~~	~~Del Amo~~	~~NB~~ (DELETED)
37	Van Ness Av	Harpers Way	NB
38	Van Ness Av	Arlington	NB
39	Van Ness Av	Torrance	NB
40	Arlington	220th St	SB
41	Arlington	220st St	NB
42	Arlington	231st St	SB
43	Arlington	235th St	NB
44	Arlington	237th St	NB
45	Arlington	239th St	SB
46	190th St	Van Ness Bl	EB



ROBERT J. BESTE
PUBLIC WORKS DIRECTOR

X:\ENG\VPrasad\Bus Stop Modification.dwg 9/14/11 08:31 lreis