Council Meeting of
September 12, 2006

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

Members of the Council:

SUBJECT: Public Works – Award of Contract to Zondiros Corp. for the Torrance Safe Route to School Program, S-33.

Expenditure: $314,904

RECOMMENDATION

The Public Works Director recommends that the City Council:

1. Authorize the budget transfer of $61,904 of General funds from the Neighborhood Traffic Calming, S-12 project to the Torrance Safe Route to School Program, S-33; and

2. Approve the plans and specifications for the Torrance Safe Route to School Program, S-33 (B2006-26); and

3. Award a Public Works Agreement to Zondiros Corp. in the amount of $299,909 and authorize a 5% contingency in the amount of $14,995 for the Torrance Safe Route to School Program, S-33 (B2006-26).

Funding

Funding for the budget transfer is available from the Neighborhood Traffic Calming, S-12 project. Funding for the Public Works Agreement and 5% contingency is available from the Torrance Safe Route to School Program, S-33 and the requested budget transfer.

BACKGROUND AND ANALYSIS

The Torrance Safe Route to School Program is included in the adopted FY2007-11 Capital budget as project S-33 ("S-33 Program"). The project will provide for the installation of active school zone flashing beacons, new school area signs, pavement messages and striping. The flashing beacon is solar powered and can flash either when a vehicle is traveling above the school zone speed limit (25 MPH) or continuously during school hours. The improvements are part of the City's effort to enhance pedestrian and bicycle safety in and around school areas.

Staff has identified 15 locations (Attachment A) for the upgrades with the highest priority given to the first 4 locations (Madrona School, Edison School, Yukon School and West High).

The S-33 Program was advertised for bid in June 2006 as B2006-26. One bid was received and opened on July 20, 2006. The sole bidder was Zondiros Corp. and its bid was

$299,909. The Engineer's estimate for the Total Bid was approximately $200,000. Zondiros Corp's bid is $99,909 higher than the Engineer's estimate due to the lack of contractors currently available to perform this type of work.

The adopted budget for the S-33 Program is $253,000, which includes a State grant of $227,700 and a $25,300 City match. An additional $46,909 is needed to cover the bid cost and an additional $14,995 to cover the 5% contingency (Total of $61,904). Rather than forfeit the grant funds and/or eliminate schools from the S-33 program to reduce the construction cost, it is requested that additional funding be transferred from the Neighborhood Traffic Calming, S-12 ("S-12 Program") to cover the higher construction cost. The S-12 Program is similar in scope to the S-33 Program with the exception that the S-12 Program is not limited to school areas. Any unexpended funds will be returned to the S-12 Program upon completion of the S-33 Program.

Zondiros Corp. has successfully completed other projects for the City. The firm's references and contractor's license have been checked and found to be in order. Therefore, the Public Works Director recommends that Council award the Public Works Agreement (Attachment B) to Zondiros Corp.

It is anticipated that installation of the flashing beacons, new school area signs, pavement messages and striping will commence in October and be completed in December. It should be noted that the new flashing beacons and other improvements will eventually require maintenance. Therefore, the Public Works Department's Traffic & Lighting Division may ask that additional maintenance funds be added to its operating budget beginning in the next budget cycle.

Respectfully submitted,

ROBERT J. BESTE
Public Works Director

By Craig Bilezerian
Project Manager

CONCUR:

FOR
Robert J. Beste
Public Works Director

Jeffery W. Gibson
Community Development Director

LeRoy J. Jackson
City Manager

Attachments: A. List of Proposed Locations
B. Public Works Agreement, Zondiros Corp.

ATTACHMENT A

City of Torrance

Safe Route to School Project, S-33

Proposed Radar or Flashing Beacon Sign Locations

No.	School	Street	Location**	Posted * Speed Limit
1	**Madrona Middle**	Madrona	btwn. Sonoma to Opal (1 only)	35
2	**Edison Elementary**	182nd ST.	btwn. Doty and Yukon	35
3	**Yukon Elementary**	Yukon Ave.	btwn. 177th St. and 405 fwy.	25
4	**West High**	Del Amo	btwn. Donora to Wayne	40
5	Adam Elementary	Arlington Ave.	btwn. 237th and 238th St.	35
6	Anza Elementary	Palos Verdes Blvd.	btwn. Lee and Lillian	30
7	Arlington Elementary	Van Ness	btwn. 180th Pl. and 178th St.	40
8	Fern Elementary	Torrance Blvd.	btwn. Date Ave. and Greenwood	35
~~9~~	~~Hull Middle School~~	~~Arlington Ave.~~	~~btwn. 231st St. and 233rd St.~~	~~35~~
9	Lincoln Elementary	Van Ness	btwn. 166th and 169th St.	35
10	Victor El./West High	Del Amo	btwn. Dorona and Henrietto	40
11	Magruder Elementary	Prairie	btwn. 186th and 182nd St.	35
12	Richardson Newton Elementary	Newton	btwn. Mayo and Nancylee Lane	25
13	Arnold Elementary	Ocean	btwn. 226th St. and 230th St.	25
14	Torrance High	Carson	btwn. Manuel and Cota	35
15	North High	182nd ST.	btwn. Glenburn and Ermanita	35

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and Zondiros Corporation, a California corporation ("CONTRACTOR").

RECITALS:

A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct the **TORRANCE SAFE ROUTE TO SCHOOL PROJECT, SR2SL-5249(016).**

B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of **TORRANCE SAFE ROUTE TO SCHOOL PROJECT, SR2SL-5249(016)** Notice Inviting Bids No. B2006-26 (the "NIB"); and

C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

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

2. TERM

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

3. COMPENSATION

A. CONTRACTOR's Fee.

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

services initially contemplated by this Agreement, exceed the sum of $299,909.00 ("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.

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:

Tom Zondiros, President

9. INDEPENDENT CONTRACTOR

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

10. BUSINESS LICENSE

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

11. OTHER LICENSES AND PERMITS

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

12. FAMILIARITY WITH WORK

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

13. CARE OF WORK

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

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

15. INDEMNIFICATION

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

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

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

17. INSURANCE

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

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

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

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

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

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

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

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

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

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

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

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

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

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

CONTRACTOR: Zondiros Corporation
2401 208th Street, Suite C-8
Torrance CA 90501
Fax: (310) 320 2664

CITY: City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

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

22. INTEGRATION; AMENDMENT

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

23. INTERPRETATION

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

24. SEVERABILITY

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

25. TIME OF ESSENCE

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

26. GOVERNING LAW; JURISDICTION

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

27. COMPLIANCE WITH STATUTES AND REGULATIONS

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

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

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

30. EXHIBITS

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

31. CONTRACTOR'S AUTHORITY TO EXECUTE

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

CITY OF TORRANCE,
a Municipal Corporation

Zondiros Corporation
A California Corporation

_____
Frank Scotto, Mayor

By: _____
Tom Zondiros, President

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Heather K. Whitham
Deputy City Attorney

Attachment: Exhibit A: Bid

BIDDER'S PROPOSAL

Company: Zondiros Corp.

B2006-26

Total Bid: 299,909.00

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF TORRANCE SAFE ROUTE TO SCHOOL PROJECT, SR2SL-5249(016)

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.

TORRANCE SAFE ROUTE TO SCHOOL PROJECT, SR2SL-5249(016)

BID SCHEDULE

Item No.	Estimated Quantity	Unit of Measure	Item Description	Unit Price	Total Bid
1	1	LS	MADRONA MIDDLE SCHOOL-FURNISH AND INSTALL SIGNAGE	$	$4,434.50
2	1	LS	EDISON ELEMENTARY AND NORTH HIGH SCHOOL-FURNISH AND INSTALL SIGNAGE, STRIPING AND SOLAR FLASHING YELLOW LED BEACONS	$	$34,842.50
3	1	LS	WEST HIGH AND VICTOR ELEMENTARY SCHOOL-FURNISH AND INSTALL SIGNAGE, STRIPING AND SOLAR FLASHING YELLOW LED BEACONS	$	$63,531.00
4	1	LS	ADAMS ELEMENTARY SCHOOL-FURNISH AND INSTALL SIGNAGE	$	$3,529.50
5	1	LS	ANZA ELEMENTARY SCHOOL-FURNISH AND INSTALL SIGNAGE	$	$6,968.50
6	1	EA	ARLINGTON ELEMENTARY SCHOOL-FURNISH AND INSTALL SIGNAGE AND SOLAR FLASHING YELLOW LED BEACONS	$	$17,376.00

Item No.	Approx. Qty	Unit of Measure	Item Description	Unit Price	Total Bid
7	1	EA	FERN ELEMENTARY SCHOOL-FURNISH AND INSTALL SIGNAGE, STRIPING AND SOLAR FLASHING YELLOW LED BEACONS	$	$ 16,199.50
8	~~1~~	~~EA~~	~~HULL MIDDLE SCHOOL-FURNISH AND INSTALL SIGNAGE, STRIPING AND SOLAR FLASHING YELLOW LED BEACONS~~	OMITTED	OMITTED
9	1	EA	LINCOLN ELEMENTARY SCHOOL-FURNISH AND INSTALL SIGNAGE AND SOLAR FLASHING YELLOW LED BEACONS	$	$ 18,643.00
10	1	EA	MAGRUDER MIDDLE SCHOOL-FURNISH AND INSTALL SIGNAGE AND SOLAR FLASHING YELLOW LED BEACONS	$	$ 19,276.50
11	1	EA	RICHARDSON MIDDLE SCHOOL-FURNISH AND INSTALL SIGNAGE, STRIPING AND SOLAR FLASHING YELLOW LED BEACONS	$	$ 32,670.50
12	1	EA	ARNOLD ELEMENTARY SCHOOL-FURNISH AND INSTALL SIGNAGE AND STRIPING	$	$ 35,657.00
13	1	EA	TORRANCE HIGH SCHOOL-FURNISH AND INSTALL SIGNAGE, STRIPING AND SOLAR FLASHING YELLOW LED BEACONS	$	46780.50 ~~$ 52,580.50~~

TOTAL BID PRICE $ 299,909.00
(Figures)*

TOTAL BID PRICE: Two hundred ninety-nine thousand nine hundred nine and 00/100
(Words)*

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

B2006-26

B2006-26

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.

Zondiros

Contractor

Date: 7/20/06 By: Zondiros Corp.

Contractor's State License No. 766708 Class A, B, C27

Address: 2401 208th St., C-8 Torrance, CA 90501

Phone: (310) 320-2558

ACKNOWLEDGMENT OF ADDENDA RECEIVED – B2006-26

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

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

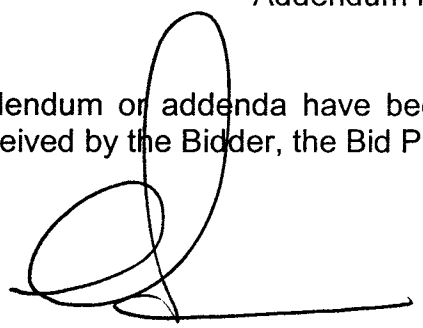
Addendum No. 5 _____

Addendum No. 6 _____

Addendum No. 7 _____

Addendum No. 8 _____

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



Bidder's Signature

7/20/06

Date

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA }
}
COUNTY OF LA } **B2006-26**

Tom Zondiros, being first duly sworn, deposes and says:

1. That he is the President
Title
of Zondiros Corp.
(Name of Partnership, Corporation, or Sole Proprietorship)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of **TORRANCE SAFE ROUTE TO SCHOOL PROJECT, SR2SL-5249(016); B2006-26;**

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 19th day of July, 2006.

Subscribed and Sworn to
before me this 19th day
of July, 2006.

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

(Contractor)

Pres
(Title)

L. RODRIGUEZ
Commission # 1513006
Notary Public - California
Los Angeles County
My Comm. Expires Sep 12, 2006

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: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

Name Under Which Subcontractor is Licensed: _____

License Number: _____

Address of Office, Mill or Shop: _____

Specific Description of Sub-Contract: _____

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

REFERENCES

(Work similar in magnitude and degree of difficulty completed by Contractor within the past three [3] years.)

1. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No.: _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $_____

2. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No.: _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $_____

3. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No.: _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $_____

4. Name (Firm/Agency): _____

   Address: _____

   Contact Person: _____ Telephone No.: _____

   Title of Project: _____

   Project Location: _____

   Date of Completion: _____ Contract Amount: $_____

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
See Attached		

Contractor's License No.: 766708 Class: A, B, C27

a. Date first obtained: 5/31/00 Expiration 7/31/07

b. Has License ever been suspended or revoked? NO

If yes, describe when and why: N/A

c. Any current claims against License or Bond? NO

If yes, describe claims: N/A

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

NAME	TITLE	LICENSE NO. (If Applicable)
Tom Zondiros	President	766708
" "	Secretary	" "
" "	Treasurer	" "

DBE

n/a

DBE BIDDERS LIST
B2006-26

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: _____ **Phone:** _____

Address: _____ **Fax:** _____

Contact Person: _____ **No. of years in business:** _____

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

Type of work/services/materials provided by firm? _____

_____

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.

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: N/A

If "yes," identify and describe, (including agency and status): N/A

Have the penalties been paid? Yes/No: 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: N/A Section/Article: N/A

If "yes," identify and describe, (including agency and status): N/A

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: _____

Zondiros Corporation

2401 208th Street C-8
Torrance, Ca 90501

License # 766708-A

References

Job Name	Owner	Total Job Cost	Job Description	Completion Date
Sewer Main 2006 Contact:	City of San Diego	$ 500,000.00	Sewer Rehab	In progress
Sewer Tract 750 Contact: Tom Cannell	Salton City (760) 394-4446	$ 398,925.00	12,000 Lf 6 inch sewer	March-06
Maple Ave Sewer Contact: Barry Ghaemi	City of Corona (951) 739-4961	$ 674,340.00	2500 LF 12inch sewer clay	In progress
Emergencey Work Route 247 Contract: Romano Verlengia	Caltrans District 8 (951)-922-1745	$ 665,381.00	Storm Drainage roadway	November-05
Emergencey Work Route 62 Contact:	Caltrans District 8	$ 814,701.00	Storm Drainage roadway	November-05
Equipment Rental Contact: Tracy Higgins	San Diego School (858) 627-7269	$ 42,000.00	Emergency work	August-05
Laguna Point	Wavecrest	$ 113,000.00	Roadway and concrete	In progress
Beach Area Sewage Contact: Graham Hufford	City of San Diego (858)-495-4727	$ 2,292,000.00	Low Flow Diversion	In progress
Dove Library Contact: Graham Hufford	City of Carlsbad (858)-495-4727	$ 106,000.00	Concrete	March-06
Grand Ave Contact:	City of San Marcos	$ 1,499,000.00	Storm drain 36 inch road widening	May-06
Jackson Park Restroom Contact:	City of La Mesa	$ 253,000.00	Restroom building	March-06
Raceway Sewer Pump Station Contact: Jan Meermans	City of Vista (760)-479-2911	$ 1,576,000.00	Pump station	May-06
Sewer Main Replacement 2002-2003 Contract: Bill Eckman	Elsinore Valley Water District (949)683-3699	$ 716,000.00	4000 feet of 8inch sewer	October-05
Dana Middle school Contact: Mike Jones	San Diego Unified school (858)573-5707	$ 665,000.00	Concrete repairs & 500 feet reinforced earth retaining wall	August-05

References

Job Name	Owner	Total Job Cost	Job Description	Completion Date
Hillcrest @ Misson Hills Contact:	City of San Diego	$ 996,780.00	Sewer repairs	
Lake Forest Bus Shelters Contact: Fred Wickman	City of Lake Forest (714)568-7300	$ 388,350.00	Install 44 bus shelters	December-04
Repairs Culverts Contact: Ricardo Padilla	Caltrans (619)688-3111	$ 849,000.00	54" storm drain rehab, cured in place lining	November-04
Coachella Storm water Contact: Robert Robinson	Coachella Valley Water District (760)398-2651	$ 252,800.00	Sheet pile cofferdam & flow meter installation	November-04
Indian Wells Fore Main Contact: Jorge Meza	Coachella Valley Water District (760)398-2651	$ 237,546.00	14" Diameter sewer force main	October-04
Storm Drain Rehab CIPP Contact: Jerry McGory	Warner Brothers (818)954-1245	$ 116,750.00	24" Storm Drain cured in place lining	September-04
Street & Drainage repairs Contact: Todd Baumbach	City of Encinitas (760)633-2796	$ 536,000.00	Road and drainage repair	September-04
Date Ave Storm Drain Contact: Vicki Madrid	City of Imperial Beach (619)424-2214	$ 176,800.00	Sewer install & Pump station repairs	September-04
Torrance Strom Drain Contact: Mr. Sandy Cohen	City of Torrance (310)781-6900	$ 584,000.00	Storm drain rehab, cured in place lining	August-04
Emergency Fire Damage Contact: Hasan Daabas	Caltrans (858)616-6586	$ 1,700,000.00	Emergency Erosion Control	February-04
Avenida Encinas Sewer Rehab Contact: Duane Soileau	City of Carlsbad (760)877-0669	$ 186,000.00	Sewer rehab	September-04
Bus Shelters Contact: Dave Heather	City of Lancaster (661)723-6173	$ 410,000.00	install 40 bus shelters	September-03
Contact: George Breist	Oilverhain Municipal Water (760)753-6466	$ 196,044.00	Raod Water Main	September-03
Contact: Harry Miller	State Parks (619)220-5357	$ 627,000.00	Demo 30 homes	

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Job Name	Owner	Total Job Cost	Job Description	Completion Date
Contact: Doug Jacobson	San Diego Unified School (619)571-2684	$ 120,000.00	Water line	April-03
Harbor Drive Sewer Contact: Samir Abu-Quad	City of San Diego (858)627-3268	$ 309,000.00	Sewer Line	April-03
La Jolla Cove Stairs Contact: Danny Schrotberger	City of San Diego (619)533-3778	$ 260,000.00	concrete	April-03
Mission Beach Sewer Contact: Nayaman	City of San Diego (310)627-3286	$ 260,000.00	Sewer Line	February-03
Debris Basin Landscaping Contact: Rubin	LA County Depart of Public wrks (626)458-4947	$ 160,000.00	Landscaping	May-03
La Cienaga Sewer contact: Kieth Williams	City of West Hollywood (323)848-6377	$ 185,000.00	Sewer Line	August-02
Cornfield Info Site Contact: Jeff Brown	California State Parks (619)688-6492	$ 245,000.00	Park	November-02
Veterans Memorial Project Contact: Jon Landis Contact: Diane Caseltine	City of Torrance (310)781-7140 (310)781-7151	$ 160,000.00	Park	March-02
ContactL Mike Garrett	Caltrans (559)445-6356	$ 252,000.00	Landscaping	October-01
Contact: Bob Duramus	LA County Depart of Public wrks (310)864-1984	$ 400,000.00	Sewer Line	January-02
Contact: Dennis Conte	City of Montebello (323)887-4625	$ 157,000.00	Install 20 Bus Shelters	June-01
Contact: Martin Varga	Kern Water Agency (661)634-1448	$ 87,800.00	54" Storm Drain	January-01
Contact: Ike Mabelu	City of Compton (310)644-6868	$ 206,000.00	Bus shelters	March-01

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Job Name	Owner	Total Job Cost	Job Description	Completion Date
Contact: Alan Bratvedt	City of Culver City (310)329-0102	$ 192,000.00	8" sewer main	October-00
Robotic Pipe repair Contact: Mike Bedard	City of San Diego (619)654-4154	$ 450,000.00	Sewer rehab CIPP	
Median Landscape Contact: Andy Clark JV with Peninsula Landscaping	City of Rolling Hills (310)377-1577	$ 525,000.00	Landscaping	October-00
Contact: Terry Curson	City of Simi Valley (805)583-6804	$ 60,000.00	4" Drain Line Casarin Ave Well Drain	February-00
Contact: Sam Wise	City of Rolling Hills (310)377-1577	$ 40,000.00	12" Storm Drain 62 Strawberry Lane	December-99
Robotic Pipe repair Contact: Ben Oroomchi Contact: Iggy Ruiz	LA County Depart of Public wrks (818)896-0594 (562)861-0316	$ 100,000.00	Storm Drain Rehab	December-99
Concrete Channel Contact: Vince Gonzales	Orange County Flood Control (661)274-0753	$ 98,000.00	Concrete channel	September-99
Various Channel Repair Contact: John Reagan	LA County Depart of Public wrks (626)358-3122	$ 310,000.00	Concrete channel	January-00
A.C Storage Site Contact: Tony Gridillas	Lake Arrowhead Community (909)337-8555	$ 110,000.00	Parking lot improvements	October-99
Sewer Rehab 8" C-900 Contact: Tony Gridillas	Lake Arrowhead Community (909)337-8555	$ 150,000.00	sewer line	September-99
Robotic Pipe repair Contact: Ben Oroomchi Contact: Greg Weiss	LA County Depart of Public wrks (818)896-0594 (626)458-3122	$ 339,000.00	Storm Drain rehab	May-99
Slope Repair Project Contact: Miguel Hernandez	City of West Covina (626)814-8425	$ 80,000.00	Slope repairs	November-98

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Job Name	Owner	Total Job Cost	Job Description	Completion Date
Earth Drainage Channel Contact: David Wu	City of Palmdale (805)267-8425	$ 19,000.00	Drainage channel	November-98
Treatment Plant Improvements Contact: Tony Gridillas	Lake Arrowhead Community (909)337-8555	$ 82,000.00	Treatment plant improvements	December-98
Storm Drain 36" RCP Contact: David McBride	City of Rancho P. Verdes (760)435-5097	$ 214,000.00	36" Storm Drain	December-98