

Council Meeting of
August 5, 2008

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

Members of the Council:

SUBJECT: Public Works - Award of Public Works Agreement for the FY2008-09 Residential Slurry Seal Program, I-6. Expenditure: \$588,578.55

RECOMMENDATION

Recommendation of the Public Works Director that City Council:

1. Approve the plans and specifications for the FY2008-09 Residential Slurry Seal Program, I-6 (B2008-26); and
2. Award a one-year Public Works Agreement to Bond Blacktop, Inc. in an amount not-to-exceed \$560,551 and authorize a 5% contingency in the amount of \$28,027.55 for the construction of the FY2008-09 Residential Slurry Seal Program, I-6.

Funding

Funding is available from CIP I-6 and CIP I-94.

BACKGROUND

Residential Slurry Seal Program, I-6

The Residential Slurry Seal Program is a multi-year program included in the City's adopted Capital Budget as project I-6 ("I-6 Program"). The I-6 Program is part of the City's pavement management efforts and involves the application of slurry seal to the surface of local roadways. Slurry seal is a thin coating consisting of a mixture of liquid asphalt, sand and other materials. The slurry seal application helps to seal cracks in the pavement, which reduces water infiltration and helps extend the life of the original pavement. Slurry seal is a cheaper alternative to pavement overlays or total reconstruction.

The FY2008-09 I-6 Program will provide for the application of slurry seal on several residential streets in five neighborhoods throughout the City. These streets were selected based on the condition of the existing pavement, current maintenance needs and the length of time that has elapsed since previous pavement repairs were completed in a neighborhood area.

Residential Street Rehabilitation Program, I-94

The Residential Street Rehabilitation Program is also a multi-year program included in the City's adopted Capital Budget as project I-94 ("I-94 Program"). The I-94 Program repairs streets needing either slurry seal, pavement overlay and/or pavement rehabilitation and also includes curb, gutter and sidewalk, and parkway tree replacements.

Some streets identified for repair in the I-94 Program will require a slurry seal. The slurry seal for the streets in the I-94 Program is similar to that of the I-6 Program; therefore staff has combined the construction phases for cost effectiveness.

The combined project is titled the FY2008-09 Residential Slurry Seal Program, I-6 and will be funded from both the I-6 and I-94 Programs. Attachment A includes a map of all streets to be slurry sealed. The I-6 Program will fund streets in areas 1, 2, 4, 5 and 6. The I-94 Program will fund streets in area 3.

Use of Rubberized Emulsion Aggregate Slurry (REAS)

For this project, staff has specified the use of an environmentally friendly asphalt slurry material called Rubberized Emulsion Aggregate Slurry (REAS). The REAS product uses recycled rubber from automobile tires and has a longer life cycle than conventional slurry seal. It has a stronger skid resistance and has a uniform matte color that provides a high contrast for pavement markings and striping. Staff has contacted other agencies in Southern California that have used REAS and all have expressed their satisfaction with the product.

ANALYSIS

The project was advertised for bid in June 2008 and 6 bids were received and opened on June 26, 2008 with the following results:

<u>BIDDER</u>	<u>BID AMOUNT</u>
1. Bond Blacktop, Inc.	\$ 560,551.00
2. American Asphalt Inc.	\$ 621,540.00
3. Roy Allan Slurry Seal, Inc.	\$ 644,876.00
4. Pavement Coatings, Inc.	\$ 748,390.00
5. Doug Martin Contracting Co.	\$ 853,500.00
6. Valley Slurry Seal Co.	\$1,039,362.00

The Engineer's estimate for this project is \$580,000 to \$630,000.

Bond Blacktop, Inc. (Bond Blacktop) is the lowest, responsive bidder and is well known in the Los Angeles and Southern California area, having successfully completed slurry seal projects for many cities and other agencies. Staff has checked Bond Blacktop's license and references and found them satisfactory and in order. Accordingly, the Public

Works Director recommends that Council award a Public Works Agreement (Attachment B) to Bond Blacktop in the amount of \$560,551 and include a 5% contingency in the amount of \$28,028.55.

It is anticipated construction will begin in August and be completed in September 2008.

Respectfully submitted,

ROBERT J. BESTE.
Public Works Director



By Craig Bilezerian
Engineering Manager

CONCUR:



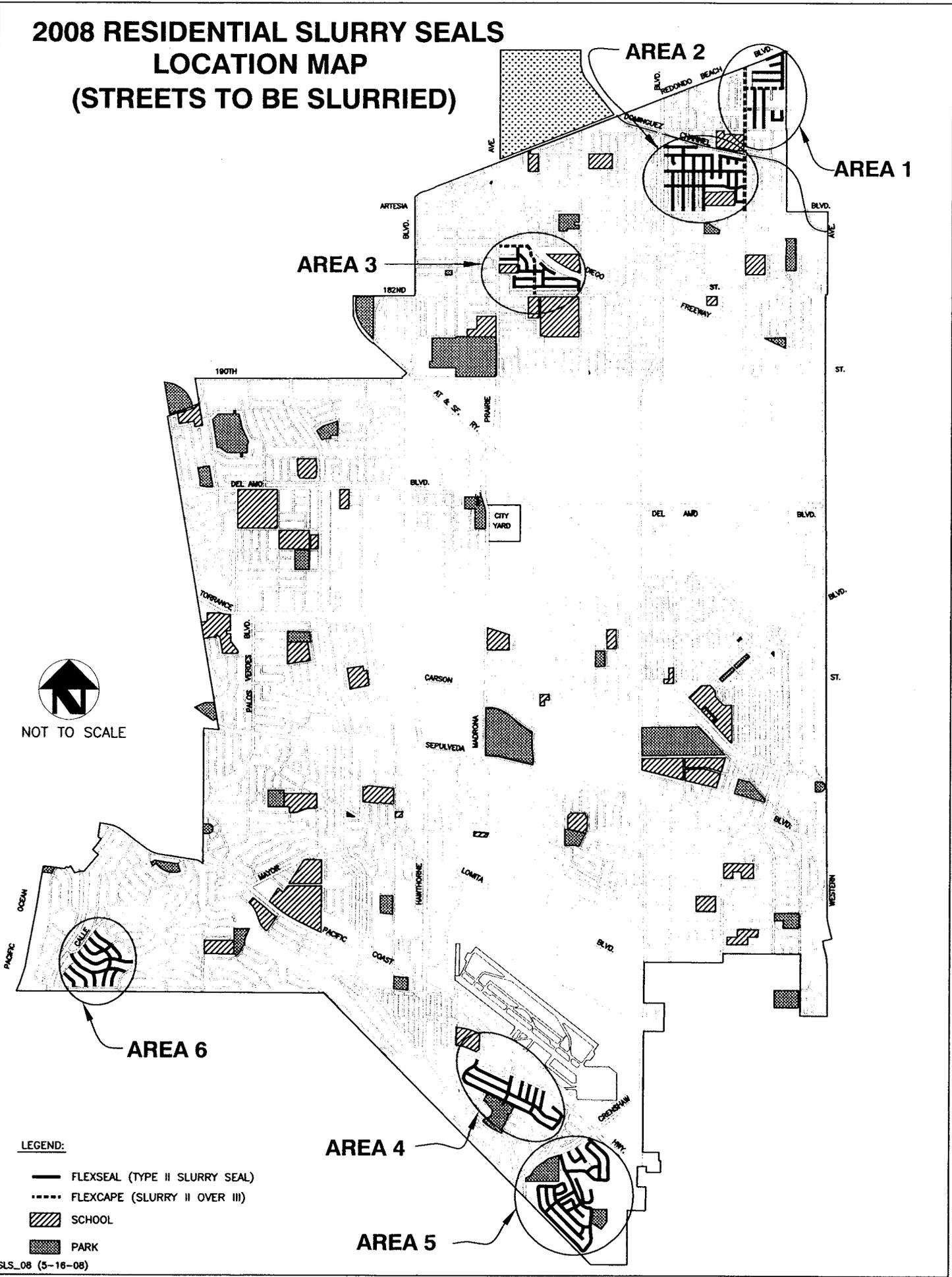
Robert J. Beste
Public Works Director



LeRoy J. Jackson
City Manager

Attachments: A. Project Location Map
B. Public Works Agreement with Bond Blacktop, Inc.

2008 RESIDENTIAL SLURRY SEALS LOCATION MAP (STREETS TO BE SLURRIED)



AREA 2

AREA 1

AREA 3

AREA 6

AREA 4

AREA 5

NOT TO SCALE

- LEGEND:**
- FLEXSEAL (TYPE II SLURRY SEAL)
 - - - FLEXCAPE (SLURRY II OVER III)
 - ▨ SCHOOL
 - ▩ PARK

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 2008 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and BOND BLACKTOP, INC., a California corporation ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to construct street slurry seal projects; and;
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of the 2008 RESIDENTIAL SLURRY SEAL PROJECT, Notice Inviting Bids No. B2008-26 (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 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.

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 **\$560,551.00** ("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:

Edward Dillon, 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. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

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

C. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official,

employee and volunteer must be named as additional insureds under the automobile and general liability policies.

- D. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- F. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

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

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

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

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

CONTRACTOR: **Bond Blacktop, Inc.**
 P.O. Box 616
 Union City, CA 94587

Fax: (510) 441-9982

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

Bond Blacktop, Inc.
A California Corporation

Frank Scotto, Mayor

By: _____
Edward Dillon, President

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

B2008-26
BIDDER'S PROPOSAL (REVISION 2)

Company: Bond Blacktop, Inc. Total Bid: \$560,551.00

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT
FOR THE CONSTRUCTION OF THE 2008 RESIDENTIAL SLURRY SEAL PROJECT

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 Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule:

Item No.	Description	Quantity	Unit	Unit Price (\$)	Total Bid Price (\$)
1	MOBILIZATION AND DEMOBILIZATION, INCLUDING CONSTRUCTION SCHEDULES	1	LS	\$ 8000.00	\$ 8000.00
The Bidder is hereby informed that it has the option of submitting a unit bid price for either item 2, 2A or 2B. The Bidder may not submit a unit bid price for more than one item.					
2	TYPE II RUBBERIZED EMULSION SLURRY SEAL (REAS)	2,540,000	SF	\$ 0.17	\$ 431,800.00
2A	TYPE II TIRE RUBBER MODIFIED SLURRY SEAL (TRMSS)	2,540,000	SF	\$ ---	\$ ---
2B	EQUIVALENT TYPE II RUBBERIZED SLURRY SEAL, AS DETERMINED BY THE AGENCY	2,540,000	SF	\$ ---	\$ ---

The Bidder is hereby informed that it has the option of submitting a unit bid price for either item 3, 3A or 3B. The Bidder may not submit a unit bid price for more than one item.					
3	TYPE II RUBBERIZED EMULSION SLURRY SEAL (REAS) OVER TYPE III RUBBERIZED EMULSION SLURRY SEAL (REAS)	340,000	SF	\$ 0.25	\$ 85,000.00
3A	TYPE II TIRE RUBBER MODIFIED SLURRY SEAL (TRMSS) OVER TYPE III TIRE RUBBER MODIFIED SLURRY SEAL (TRMSS)	340,000	SF	\$ ---	\$ ---
3B	EQUIVALENT TYPE II RUBBERIZED SLURRY SEAL OVER EQUIVALENT TYPE III RUBBERIZED SLURRY SEAL, AS DETERMINED BY THE AGENCY	340,000	SF	\$ ---	\$ ---
4	REMOVE EXISTING AND INSTALL NEW THERMOPLASTIC PAVEMENT STRIPING, LEGENDS, AND MARKINGS	1	LS	\$ 34,750.00	\$ 34,750.00
5	INSTALL ADDITIONAL NEW PAVEMENT STRIPING, LEGENDS, AND MARKINGS (ALLOWANCE QUANTITY)	1	LS	\$ 1,000.00	\$ 1,000.00
6	TRAFFIC CONTROL	1	LS	\$ 1.00	\$ 1.00

Total Bid: \$ 560,551.00
(Figures*)

Five Hundred Sixty Thousand Five Hundred Fifty-One Dollars and No Cents
(Words*)

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

B2008-26

B2008-26

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.

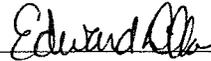
The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

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

Bond Blacktop, Inc.

Contractor

Date: 07/03/08

By: 

Contractor's State License No.: 746432

Class: A

Address: P.O. Box 616

Union City, CA 94587

Phone: (510) 441-9981

FAX: (510) 441-9982

B2008-26

ACKNOWLEDGMENT OF ADDENDA RECEIVED

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

Addendum No. 1 X

Addendum No. 2 X

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.

- 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 3 day of July , 2008.

SEE ATTACHED ACKNOWLEDGEMENT

Subscribed and Sworn to
before me this _____ day
of _____, 20____.

Edward Olla

 (Contractor)

 President

 (Title)

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

B2008-26
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 Sections 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: Sudhakar Company, Int.

License Number: 752367

Address of Office, Mill or Shop: 1450 N. Fitzgerald Ave., Rialto, CA 92376

Specific Description of Sub-Contract: Item #4

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 that 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.)

SEE ATTACHED

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
None		

Contractor's License No.: 746432 Class: A

a. Date first obtained: 02/27/97 Expiration 02/28/10

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):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> (If Applicable)
Edward Dillon	President/Secretary/Treasurer	

BOND BLACKTOP, INC.

P.O. Box 616
 Union City, CA 94587
 Ph: (510) 441-9981 Fax: (510) 441-9982
 Contractor's License No. 746432

PROJECT REFERENCES

CITY OF PALM SPRINGS
 3200 E. Tahquitz Canyon Way
 Palm Springs, CA 92262

*2005/2006 Annual Slurry Seal
Project No. 05-19
 Completed: March 2006
 Contract Amount: \$402,824.00
 Contact: Pete Agres (760) 323-8253

2004/2005 Annual Slurry Seal
Project No. 05-02
 Completed: July 2005
 Contract Amount: \$766,455.00

CITY OF SAN CLEMENTE
 910 Calle Negocio, #100
 San Clemente, CA 92673

Annual Street Slurry Sealing (R.E.A.S.)
Program FY 2006-07
 Completed: December 2006
 Contract Amount: \$172,700.00
 Contact: Gary Voborsky (949) 361-~~3600~~
 6132

CITY OF RANCHO MIRAGE
 69-825 Highway 111
 Rancho Mirage, CA 92270

Type I R.E.A.S. Project #06-220
 Completed: December 2006
 Contract Amount: \$369,689.00
 Contact: Michael Schlange, (760) 770-3224

CITY OF CORONADO
 1395 First Street
 Coronado, CA 92118

Slurry Seal Pavement Maint. FY 05-06
Contract #06-CO-ES-342
 Completed: October 2006
 Contract: \$252,698.00
 Contact: Ngyra Stebbins, P.E. (619) 522-6571
 619-522-7398

Slurry Seal Pavement Maintenance FY 04-05
Contract #05-CO-ES-313
 Completed: June 28, 2005
 Contract Amount \$102,963.50

COUNTY OF MERCED
 715 Martin Luther King Jr. Way
 Merced, CA 95340
 (209) 385-7331

Chip Seal Various Roadways
 Completed: September 2005
 Contract Amount: \$88,325.00

*R.E.A.S. on portions of project.

B2008-26

DBE BIDDERS LIST

All bidders/proposers are required to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also required from the proposed prime contractor/consultant 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: <u>Bond Blacktop, Inc.</u>	Phone: <u>(510) 441-9981</u>
Address: <u>P.O. Box 616, Union City, CA 94587</u>	Fax: <u>(510) 441-9982</u>
Contact Person: <u>Ed Dillon</u>	No. of years in business: <u>20+</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: _____ NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>Asphalt Maintenance</u>	
What was your firm's Gross Annual receipts for last year?	
<p style="text-align: center;"> Less than \$1 Million Less than \$5 Million Less than \$10 Million Less than \$15 Million More than \$15 Million </p>	

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 (circle one)

Federal / State / Local (circle one)

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

Have the penalties been paid? YES/NO (circle one)

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 (circle one)

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 (circle one)

If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

N/A

Has your firm been reinstated by this entity?

YES/NO (circle one)

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 1
Issued: June 17, 2008

TO

PLANS, PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION OF

2008 RESIDENTIAL SLURRY SEAL PROJECT

B2008-26

Please note the following changes and/or additions to the 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 Bidder's Proposal document on blue-colored paper that is included with the Contract Documents

Please do not complete nor remove Page "9" which contains bid items #1 through #6. Instead please use and complete pages "9 (REVISED)" and "9A" that are attached to this Addendum. Then insert page "9 (REVISED)" and "9A" into the Bidder's Proposal submitted with your bid. The Bidder is hereby informed that there are modifications to the Bidder's Proposal and that the descriptions for bid items 2 and 3 have been changed and that bid items #2A and #3A have been added.

BIDDER'S CERTIFICATION

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

Bond Blacktop, Inc.
Bidder

Edward Allen
By

07/03/08
Date

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

CITY OF TORRANCE, CALIFORNIA

ADDENDUM NO. 2
Issued: June 18, 2008

TO

**PLANS, PROPOSAL, SPECIFICATIONS, BOND AND
AFFIDAVIT FOR THE CONSTRUCTION OF**

2008 RESIDENTIAL SLURRY SEAL PROJECT

B2008-26

Please note the following changes and/or additions to the 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 Specification Section A NOTICE INVITING BIDS.

On page 2, delete the first paragraph in its entirety and replace with the following:

"Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, until 2:00 p.m. on Thursday, July 3, 2008, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City."

2. Refer to Addendum #1; Note 1 on the first page of said Addendum #1.

Please do not complete nor submit pages "9 (REVISED)" and "9A" included with Addendum #1. Instead please use and complete pages "9 (REVISION 2)" and "9A (REVISION 2)" that are attached to this Addendum. Then insert pages 9 (REVISION 2)" and "9A (REVISION 2)" into the Bidder's Proposal submitted with your bid. The Bidder is hereby informed that there are modifications to the Bidder's Proposal and that the descriptions for bid items 2 and 3 have been changed from the original Bidder's Proposal; the description for bid item 3A has been changed from Addendum #1; and that bid items #2B and #3B have been added.